

*Held*, that several offences were not set up in each count of the indictments; that it was no objection to the indictments that the notes might not be of value until delivered to defendants; and, further, that under s. 78 of R.S.C., c. 164, an indictment would lie for inducing W. to write his name on papers which might afterwards be dealt with as valuable securities.

*Rex v. Danger*, 1 Dears. & B. 307; 3 Jur. N.S. 1011; *Regina v. Gordon*, 23 Q.B.D. 354, considered.

*G. Lynch-Staunton* for the defendants.

*J. A. Cartwright*, Q.C., *contra*.

Div'l Court.]

REGINA v. MCGARRY.

[June 24.]

*Intoxicating liquors—Sale of liquors—R.S.O., c. 194, s. 131—Search warrant—Sufficiency of place to be searched and persons to make it.*

A search warrant issued under section 131 of The Liquor License Act, R.S.O., c. 194. After reciting an information laid by a police inspector that there was reasonable ground for the belief that spirituous, etc., liquor was being unlawfully kept for sale or disposal contrary to the said Act in a certain unlicensed house or place, namely, in the house and premises of the Toronto Industrial Exhibition Association, directed the city license inspector, city constables or peace officers or any of them, to search the said house and premises and every part thereof, or of the premises connected therewith. In attempting to search defendant's booth, which was described as being under the old grand stand on the exhibition premises, a police sergeant who accompanied the inspector was obstructed by defendant. The evidence did not show there was any other booth on the premises.

*Held*, that the warrant was valid, that it was sufficiently definite as to the place to be searched, and the persons directed to make it.

*DuVernet* for the applicant.

*J. A. Cartwright*, Q.C., *contra*.

Div'l Court.]

HARRISON v. BURK.

[June 24.]

*Specific performance—Contract for exchange of land—Alteration of—Married woman—Separate estate—Statute of Frauds—Parole evidence to identify land—Admissibility.*

After a contract for the exchange of lands had been executed by the parties, the vendor being a married woman, the contract was altered by interlining the words "stock and" before the lands to be taken by the vendor in exchange.

*Held*, that in the absence of express notice to the wife and authority from her to make the alteration, or ratification by her, specific performance of the contract could not be decreed against her.

The separate property, the subject of the exchange, though the only separate estate owned by the wife, was sufficient for the maintenance of the action to enforce the contract or to satisfy damages for the breach thereof, and any after-acquired property would also be bound.