The Legal News.

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THE MONTREAL COURT HOUSE.

The Chief Justice of the Queen's Bench, in his charge to the Grand Jury at the beginning of the June Term, made a practical suggestion with reference to the Court House, which we feel sure the bar would be glad to see carried out. "I would also call your attention," said his Honour, "to the want of accommodation of the present building, for the convenient despatch of the constantly increasing judicial business of this district; small rooms are inconveniently crowded with clerks; hundreds of records affecting interests of great magnitude, and in many cases involving the fortunes of many, are from want of proper vaults left unprotected against the danger of fire, and even the judges of the several courts are complaining of insufficient room accommodation for the discharge of their duties. Changes have been made which have only proved to be a very partial and temporary relief, and suggestions have been made of other changes which could hardly make this building sufficient for all the purposes for which it was designed. While it appears to be admitted on all hands that the revenue derived in this district from the taxes on judicial proceedings is far in excess of the requirements for the maintenance of this building, there would seem to be no reason why a portion of those revenues should not be appropriated to the erection of buildings exclusively for the holding of criminal courts and the offices of the officers connected with the administration of criminal justice, leaving the present building for the exclusive use of the Civil Courts and the offices connected therewith." It may be remarked that in Toronto the business is conducted in separate buildings, Osgoode Hall being appropriated to civil business.

INTERNATIONAL COURTESY.

The Lord Chief Justice of England set an example to be commended and followed, at the trial of the dynamite conspirators. Mr. Matthinson, counsel for Bernard Gallagher, one of the accused, in the course of his address to the jury, contended that because his client was a resident of Brooklyn, he could not be judged by the same standard as an Englishman. "It was a matter of common knowledge," he went on to say, "that plots existed in America for the manufacture of dynamite for use against England, almost with the connivance of the American Government."

Mr. Clarke and Mr. Rowlands protested against this language, and declared there was no proof that such was the case. Mr. Justice Brett declared that counsel had no right to make such a remark. He said there was no proof of the existence in America of plots or connivance thereat on the part of the Government of that country. The Chief Justice also rebuked Mr. Matthinson. He said:—"I think it is only due to our friendly relations with a great Government that you unreservedly withdraw your statement." Mr. Matthinson then said he would gladly accede to the ruling of the court.

BENCH AND BAR.

The N. Y. *Daily Register*, in reply to such complaints as that of the *Ohio Law Journal*, (*ante*, p. 153), says: "It does not lie in the mouth of the bar to criticise the verbosity of opinions, for they are greater offenders than the bench in this respect. * * * As to the bar we must acknowledge, even speaking in the character of an attorney, that appeal books are often stuffed with more prolix, irrelevant and tedious matter than ever incumbered an opinion; and the judges who are compelled to wade through such records to prepare to write an opinion would be more or less than human did they not often catch the infection of diffuseness and echo a slight share of the redundancy, the tautology, the pleonasms, the repetitions, the digressions, and all the ingenious long-windedness so natural to the bar. Our native resources of wordiness have been wonderfully enhanced by the easy and profitable reproduction of easy but unprofitable prolixity which the system of stenographic notes has introduced."

INTEREST ON HYPOTHECARY CLAIMS.

To the Editor of the LEGAL NEWS:

SIR,—Art. 734 of the Code of Procedure says that "interest and arrears of rents preserved by registration of a claim, are collocated in the

same rank with such claim, up to the day on which the immovable was adjudged."

Under this article Mr. Marchand, who so very ably and carefully prepares the judgments of distribution, considers himself bound, even if there be money enough to pay in full, to refuse a first hypothecary creditor all interest after the date of the sale of the property. There are many cases where, for many reasons entirely beyond the control of the creditor, years may elapse between the date of the sale and the final homologation of the report when the creditor is actually allowed to touch his money. In a case which has just terminated, a client of mine, without any fault of her own, has been made to lose eighteen months' interest on a first mortgage claim, which loss represents to her a large amount which she can ill spare.

That such is the law under Art. 734 it would probably be useless to question, for I take it that the point must have come up and received a thorough examination. But whether it has or not, the absurdity and injustice of the whole thing is apparent, and when we have legislators constantly pottering and tinkering at our Code, why cannot one of them be found to put an end to this crying shame?

ADVOCATE.

NOTES OF CASES.

COURT OF REVIEW.

MONTREAL, May 31, 1883.

Before SICOTTE, RAINVILLE, LORANGER, JJ.

FRANCIS V. CLEMENT ès-qual.

Alimentary allowance—Action by son of age.

Held (reversing the decision of the Superior Court, 6 *L. N.* 133,) *where a claim was made by a natural son aged* 25, *against the curator of his mother, an unmarried woman and an interdict, for an alimentary allowance, and it appeared that the mother was possessed of means more than sufficient for her maintenance, that the son was entitled to a reasonable allowance, especially in view of the fact that such allowance might be paid without trenching on the principal of his mother's fortune, or interfering with the rights of the plaintiff's minor children.*

The conclusions of the declaration were in the following terms:—

"A ces causes le demandeur conclut à ce qu'il soit déclaré être l'enfant naturel de la dite Dame Mary Power et avoir été reconnu comme tel par cette dernière, et qu'il a droit en conséquence de vivre avec sa famille et suivant sa condition à même les revenus de sa dite mère, à ce que le défendeur ès-qualité soit condamné à payer au demandeur par paiements de trois mois en trois mois, ou de telle manière qu'il plaira à cette Cour fixer, la somme de $2,000 par année, représentant les revenus de sa mère, la dite Dame Power, non absorbés par les frais d'administration et dépenses de cette dernière, ou toute autre somme que cette Cour jugera convenable sous les circonstances, pour permettre au demandeur de vivre avec sa famille suivant sa condition, le tout avec dépens, distraits, etc."

The judgment in review was as follows:—

"Considérant que le demandeur est le seul enfant de Mary Power, et qu'il est prouvé que cette dernière l'a reconnu comme tel; qu'il est sans moyens pour subvenir à son existence ainsi qu'à celle de sa femme et de leur enfant;

"Considérant que la fortune de la mère du demandeur est considérable, donnant un revenu de près de $1,500, dont l'administration est entre les mains du défendeur en sa qualité de curateur à Mary Power, interdite pour démence, et dont les besoins ne peuvent requérir au-delà de $500;

"Considérant que, sous les circonstances, cette fortune, déduction faite de ce qui est nécessaire pour le maintien de la mère, est quant aux revenus, chose dont la destination est légalement celle du maintien du demandeur et de sa famille;

"Considérant que s'il est constant que le demandeur devrait employer son travail et l'instruction qu'il possède d'une manière plus sage, en se dévouant à un travail plus efficace et pratiquant une sobriété plus parfaite, il est également vrai que l'illégitimité de sa naissance est raison qui lui donne un droit plus rigoureux contre ses auteurs, comme il accorde à ces derniers un pouvoir moins rigoureux contre lui;

"Considérant que la preuve constate que le demandeur s'est de beaucoup réformé et qu'il y a lieu d'espérer une réforme plus grande; et que dans tous les cas sa femme et son enfant sont dans le besoin et dans la détresse, et ont droit à des secours sur et à même cette fortune du défendeur vu la négligence de ce dernier à les fournir;

"Considérant que les intérêts futurs de la famille ne doivent pas être sacrifiés, pour subvenir aux besoins du moment d'une manière trop libérale et propre à encourager le demandeur dans une imprévoyante inertie, mais qu'il est juste et d'accord avec les droits et les intérêts de tous, de donner assistance au demandeur et à sa famille, dans une sage mesure et avec une prévoyance intelligente;

"Considérant qu'en employant les revenus à faire une ample provision pour le maintien de la mère et une assistance convenable pour celui du demandeur et de sa famille, il reste-

rait à placer chaque année une somme qui faciliterait plus tard l'établissement des enfants;

"Considérant que pour obtenir ces fins, il peut être accordé au demandeur une allouance annuelle de $600, sauf à l'augmenter s'il y avait lieu, payable chaque mois par paiements de $50, qui seront versés moitié ès-mains de la femme du demandeur et moitié ès-mains de ce dernier; et en entier ès-mains de la femme sur ordonnance du juge, sur demande à cet effet par le curateur, si la mauvaise conduite du demandeur justifiait la chose;

"Déclare qu'il y a erreur dans le jugement de la Cour Supérieure en date du 21 avril 1883, et rendant le jugement que la Cour Supérieure aurait dû prononcer, accorde au demandeur à titre de provision alimentaire pour lui et sa famille, la somme de $600 par année, à être payée par paiements de $50 le premier de chaque mois à compter du———; autorise le curateur à verser cette somme ès-mains de la femme du demandeur, comme expliqué ci-dessus; condamne le défendeur ès-qualité à payer les frais tant en Cour Supérieure qu'en Cour de Révision," etc., etc. Judgment reversed.

Geoffrion, Rinfret & Dorion for plaintiff.

Pagnuelo & St. Jean for defendant.

SUPERIOR COURT.

MONTREAL, April 30, 1883.

Before TORRANCE, J.

MANTHA et al. v. SIMARD et al.

Insolvency—Déconfiture.

In order to prove insolvency or déconfiture, it must be shown that the assets of the debtor are less than his liabilities.

This was a demand to recover $671.43, amount of four promissory notes made by defendants for $669.71 in all, and $1.72 for goods.

The notes were not due on the 19th January, when the action began, and the plaintiffs to maintain their demand had to allege insolvency, and also to prove it, on the part of the debtors.

PER CURIAM. The chief issue is the question of insolvency. The defendants certainly intimated that they could not then meet their engagements. But the fact to be established by the plaintiffs was insolvency, which is the same thing as *déconfiture*, Ancien Denisart *vo. Déconfiture*. "Déconfiture" means that the assets of a man are less than his liabilities:—C. P. 180. Hector Cadieux, the agent of plaintiffs, says:—"Il m'a dit qu'il était incapable de rencontrer ses affaires, qu'il avait perdu trop d'argent. . . . Il ne m'a pas dit qu'il ne pouvait pas payer dans le moment, mais qu'il était incapable de faire face à ses obligations, qu'avec du délai, il liquiderait lui-même et qu'il paierait lui-même. . . . Je lui ai demandé s'il pourrait nous payer avec du délai: il m'a repondu: qu'il ne savait pas, qu'il liquiderait."

It is evident to the Court that the process of liquidation was necessary to establish insolvency, and meanwhile the Court holds that insolvency has not been proved, and therefore that the action should be dismissed save as to the sum of $1.72. As to costs, seeing the circumstances of the case, the Court will give no costs.

Prefontaine, for plaintiffs.

Lafontaine, for defendants.

SUPERIOR COURT.

MONTREAL, June 18, 1883.

Before LORANGER, J.

HALL v. MCSHANE.

Charter Party, Interpretation of—Opening of Navigation.

A charter party stipulated that a steamship in England should "with all convenient speed sail "and proceed to Montreal, to arrive there "between opening of navigation, 1879," *etc. The vessel arrived* 18*th May, navigation having been open on the* 1*st May. Held, that the stipulation as to date of arrival was not a condition precedent, and further, that no specific time being fixed, arrival on the* 18*th May was within the terms of the contract.*

The action was by the owners of a steamship, claiming for "dead freight," under the following circumstances:—The defendant, through his agent, David Shaw, contracted with the plaintiffs, owners of the steamships Cervin and Bernina, to charter these vessels for the transportation of cattle from Montreal to London during the season of navigation of 1879. The charter party was dated Glasgow, 17th January, 1879, and contained the following conditions and stipulations: "That the said ships shall, "with all convenient speed, sail and proceed "to Montreal, to arrive there *between* opening of "navigation, 1879, and thereafter run regularly "and with all despatch between Montreal and "London; to be despatched from Montreal in "regular rotation with other steamers under "charter to same charterer, up to 1st October, "1879," etc.

The plaintiffs alleged that in accordance with this contract, the steamer "Cervin" proceeded

to Montreal, and arrived there May 18th, 1879; the defendant was notified on the 1st May that the vessel was on her way to Montreal; that on her arrival the defendant was further notified of her readiness to receive cargo, but he refused to load. He was further protested on the 22nd and 23rd May that the cattle spaces on the vessel would be let at the best rates obtainable, and that he would be held responsible for any loss which the plaintiff might sustain from his refusal to carry out the contract. But the defendant having persisted in his refusal to load the vessel, the plaintiffs were compelled to look for another cargo, which they obtained on the 28th May. The latter brought them only £1,052 Stg., whereas if the defendant had loaded as agreed, they would have received £1,770 Stg. The action claimed the difference between these sums.

The defendant admitted the charter party, but pleaded several pleas which it is unnecessary to set out, as the court was of opinion that they were wholly unsupported by evidence.

The only plea which gave rise to any difficulty was the fourth. By this plea the defendant said that, according to the agreement which he made with the plaintiffs, the first steamer was to arrive in the Port of Montreal at the opening of navigation, 1879, etc.; that the condition as to arrival of one of the steamers at the opening of navigation within a reasonable time was a condition precedent, and a warranty binding on the plaintiff, which, not being fulfilled, the defendant had a right to throw up the agreement; that the season of navigation for 1879 opened on the 1st of May, vessels from sea having on that day arrived in Port; that the "Cervin" arrived only on the 18th May, when the defendant's object was frustrated.

The answer to this was that the charter party contained no specific time as to the date of departure from London, nor of arrival in Montreal; the vessel was merely "to arrive between the opening of navigation," which was a vague expression, and did not constitute a condition precedent to the contract, but only a stipulation, the non-performance of which would result in a claim for damages; and that the defendant not having asked any damages, nor having offered by his plea to compensate the claim of the plaintiff by any damages resulting from the delay, the plea was no defence to the action.

Per Curiam. The "Cervin" arrived in the harbour at 1 p.m. on the 18th of May, and the defendant had been notified, in accordance with the charter party, of her departure on the 1st of May. Am I to declare now that because she had not arrived on the 15th, the charter party must be declared absolutely null? I do not think that the law or the facts of the case warrant such a course. It seems evident that the defendant did not intend to carry out his contract, for as far back as the 19th of April he wrote to the plaintiff's agent in these terms: "As already having notified your manager "verbally some two months ago, that I would "nor could not load any of the steamers "chartered from you, as the prohibition act "passed in England, and also the prevention of "our Canadian Government, in allowing the "cattle which I had arranged for in Chicago to "load the steamers coming into Canadian "ports, it is impossible for me to carry out the "contract made with you." This letter was received a few days only before the opening of navigation. The defendant adhered to this resolution, and Mr. Shaw, the plaintiff's agent, says that on the defendant receiving, 1st May, a notice that the vessel was on her way to Montreal, he (the defendant) persisted in his refusal to provide a cargo. If it be true, as the defendant pretends, that he had in the port of Montreal cattle ready to be shipped, and which he says were shipped by another vessel on the 11th May, how is it that he gave the plaintiff no notice of the fact? The defendant apparently thought at one time that, owing to the prohibition put upon the exportation of American cattle, he would be relieved from his contract. It having turned out that the prohibition did not interrupt the cattle trade, the defendant endeavoured to escape by relying on the late arrival of the vessel. But in any case he should, when notified of the departure of the ship on the 1st May, have protested that she could not arrive in time. He did not protest then nor at any subsequent period, and it is only when suit is brought that he raises the objection. On the whole I am of opinion that this plea must be dismissed, and the plaintiff is entitled to judgment.

Abbott, Tait & Abbotts for plaintiff.

Kerr & Carter for defendant.

COURT OF QUEEN'S BENCH.

[Crown side.]

MONTREAL, June 15, 1883.

Before DORION, C. J.

REGINA v. SELLARS.

Libel—Proof of publication.

Evidence that the defendant in a criminal prosecution is, at the time of the trial, editor and proprietor of the journal in which the libel was printed, is insufficient. The defendant should be proved to have been proprietor or publisher at the date of publication.

It being objected, at the close of the case for the prosecution, that there was no proof that the defendant was proprietor or publisher of the journal at the date of publication, the Court allowed the witness on this point to be recalled, in order to verify his evidence. After deliberation the presiding Chief Justice charged the jury as follows:—

Gentlemen,—You have seen the libel and heard it read. Now, I must tell you that it is essentially necessary that the prosecution should have proved that the defendant was, on the 22nd of June, 1882, the date of the publication of the libel, either the proprietor of the paper or the publisher of the article complained of. It has been in some way proved that at one time a Robert Sellars gave an affirmation as required by law, and registered it in the Clerk of Sessions' office, declaring himself to be the proprietor of the paper in question, the *Canadian Gleaner*. But it has in no way been proved that the Robert Sellars who made that affirmation was the Robert Sellars who is now prosecuted in the present case. The affirmation was given a long time ago; and it was necessary for the prosecution to show that that was the Robert Sellars who is prosecuted in this case; or in the absence of such evidence it was necessary to show by other legal evidence that the Robert Sellars now prosecuted was the proprietor or publisher at the time of the publication of the libel on the twenty-second of June, 1882. It has been proved by Mr. C. P. Davidson that Robert Sellars, the defendant, is the proprietor of the paper at this date; but there is no proof that he was proprietor or publisher of the paper when the libel imputed to him was published a year ago. Now, this is not a question for a jury. It is a question of law for the judge to decide whether there is evidence or no evidence. When there is evidence to go to the jury then they have to decide whether it is sufficient or not, but it is a matter for the Court to decide whether there is evidence or not. It is my duty, in this case, to say that there is no evidence to go to the jury of the defendant being the proprietor or publisher at the date of the libel, and it will be your duty, gentlemen, to acquit the defendant, for that reason. You do not go into the merits of the case. There is no other point except the one I am putting before you for you to express your opinion upon; but you must decide by the direction of the Court upon the law question, that there is no evidence, and acquit the defendant in this case accordingly, of the accusation brought against him.

THE LICENSE BILL.

The following is a *resumé* of the Act respecting the sale of intoxicating liquors, as finally passed. The preamble of the bill reads as follows:—

"Whereas, it is desirable to regulate the traffic in the sale of intoxicating liquors, and it is expedient that the law respecting the same should be uniform throughout the Dominion, and that provision should be made in regard thereto for the better preservation of peace and order; therefore her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada enacts, etc." Upon these broad and comprehensive grounds the Government adopted the bill.

1. The first clause states that the Act may be cited as the Liquor License Act, 1883.

2. The second clause is the ordinary interpretation clause. According to it, "Board" means the Board of License Commissioners; "District" means a License District; "Electors" means those entitled to vote at an election for a member of the House of Commons; "Inspector" means an inspector of licensed premises, and includes every person having the authority of such inspector; "Justice," or "Justices," means justice of the peace; "Hotel License" means a license authorizing the holder thereof to sell and dispose, under the provisions of this Act, of any liquor in quantities not exceeding one quart, which may be drunk on the premises; "licensee" means a person holding a license under this Act; "licensed premises" means the premises in respect of which a license under this Act has been granted and is in force, and shall be construed to mean and extend to every room, closet, cellar, yard, stable, outhouse, shed, or any other place whatsoever of, belonging, or in any manner appertaining to such house or place; "liquors," or "liquor," shall be construed to mean and comprehend all spirituous and malt liquors, and all combinations of liquors and drinks, and drinkable liquors which are intoxicating; "magistrate" means the judge of the sessions of the peace, police, stipendiary, or sitting magistrate, recorder, justice or justices of the peace, or commissioner of a parish court who may have jurisdiction to entertain a complaint in respect of a contraven-

tion of the provisions of this act; "public bar" or "bar" means and includes any room, passage, or lobby in any licensed premises open immediately to any street, highway, public place or public thoroughfare, and into which the public may enter and purchase liquor; "saloon license" means a license authorizing the holder thereof to sell and dispose any liquors, not exceeding one quart, on the premises therein specified, and which may be drunk on the premises.

3. The third clause provides that nothing in this Act shall apply to manufacturers of native wines from grapes grown in Canada, and who sells such wines in quantities not less than one gallon, or two bottles of not less than three half-pints each, at one time at the place of manufacture. Nor to any person holding a license as an auctioneer, selling liquor at public auction in quantities of not less than two gallons at any one time.

4. The fourth clause relates to license districts, which are to be established by the Governor-in-Council, who also has power to alter and redefine the same. As far as possible such license districts are to be coterminous with existing and future counties, or electoral districts or cities.

5. The fifth clause deals with the license commissioners. This board is to be composed of three persons for each license district, the first of whom is to be, in the Province of Ontario, a County Court judge, or a junior judge of a county, as may be selected by the Governor-in-Council. In Quebec he is to be either the judge of a Judicial District, a judge of Sessions of the Peace, the Prothonotary, or a registrar of deeds, as the Governor-in-Council may appoint; in British Columbia such one of of the judges as the Governor-in-Council may appoint; in the other provinces, the same as in Ontario.

The second commissioner is to be the warden of the county or mayor of the city. Where there is both a warden and a mayor having jurisdiction within the license district, the warden is to be second commissioner.

The third commissioner is to be appointed by the Governor-in-Council, and is to hold office for one year. The judge is to be chairman of the board, and two commissioners to be a quorum.

6. The sixth clause deals with license inspectors, of whom a chief inspector and one or more inspectors are to be appointed by the board from time to time for each district as the board may see fit. Each licence inspector is to give such security as the board may require for the performance of his duties, and for the payment over of all moneys received. Their salaries to be fixed by the board subject to the approval of the Governor-in-Council.

7. The seventh clause relates to licenses, and it provides that the Governor-in-Council may direct the issue of licenses on stamped paper for (1) hotel licenses, (2) saloon licenses, (3) shop licenses, (4) vessel licenses, and (5) wholesale licenses. These licenses are to be signed by the Minister of Inland Revenue, and are to remain in force to the 30th of April following the date thereof. Hotel and saloon licenses have been already defined. A "vessel license" authorizes the master of a vessel, being a vessel by which passengers are conveyed from one place to another within or beyond the Dominion, to sell or dispose of liquor during the passage of the vessel between such places to any passenger on board such vessel, provided always that it shall not permit the selling or disposing of any liquor except at the regular meals, and then only to actual passengers; and provided further that it shall not authorize the opening or keeping of a bar or place on board such vessel where liquors are sold or drunk.

A "wholesale license" authorizes the licensee to sell liquor in his warehouse or shop in quantities of not less than two gallons. With respect to bottled ale, porter, beer, wine or other fermented or spirituous liquor, each such sale shall be in quantities not less than one dozen reputed quart bottles. Liquors sold under a wholesale license are not to be consumed on the premises.

8. The eighth clause provides that vessel licenses shall be issued under the authority of the board for any district to or from any port in which the vessel sails or at any port in which she calls. It also provides that all the licenses given under this Act shall be subject to the payment of such duty as the Legislature of the province may impose for the purpose of raising a revenue for provincial, local, or municipal purposes.

9. The ninth clause provides that the board shall hold a meeting during the month of February, 1884, to regulate the conditions and qualifications of applicants for hotel, saloon and shop licenses, to regulate the hotels, saloons, and shops to be licensed, and to fix the duties and powers of the inspectors. Such regulations to be published within ten days.

10. The tenth clause provides for a meeting of the board in the month of March, for the purpose of taking into consideration all applications for certificates for such licenses as are to be granted. The chief inspector to cause a notice of such annual meeting to be fixed to the door of the place where the meeting is to held, and to be advertised one calendar month before the holding of the meeting.

The 11th clause, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 21st, 22nd, 23rd, and 24th clauses relate to applications for licenses. They may be summarized as follows :—Every application for a license, wholesale or retail, must be by petition of the applicant to the board; the petition to be filed with the chief inspector. If the applicant is not a licensee under the Act or under any act of a Provincial Legislature, his petition must be accompanied by a certifi-

cate signed by one-third of the electors entitled to vote in the polling sub-division in which the premises sought to be licensed are situated. The name of each applicant is to be published in some newspaper in or near the district, also description of license applied for, and location of the premises. This is to be done at least fourteen days before the meeting of the board. If any ten or more electors object to the license being granted they may do so by petition setting forth either that (1) the applicant is of bad fame and character, or of drunken habits, or has previously forfeited a license, or has been convicted of selling liquor without license within three years; or that the premises are out of repair, or have not the accommodation required, or that the licensing is not required in the neighborhood, or that the premises are in the immediate vicinity of a place of public worship, hospital, or school, or that the quiet of the place would be disturbed if a license were granted. Such petition must be lodged with the chief inspector four clear days before the meeting of the board, and the application and objections are to be heard by the board—the hearing being open to the public. On every application for a license the inspector is to report in writing to the board, giving a description of the house, premises, and furniture, the manner in which the house has been previously conducted, the character of persons frequenting the house, the distance such house is from other licensed houses in the neighborhood, whether the applicant is a fit and proper person, whether the house is required for public convenience, and whether the applicant is or is not the true owner of the business of the hotel, saloon, or shop proposed for license.

The 25th, 26th, 27th, and 28th clauses relate to "accommodation." Every licensed hotel in cities and towns must contain not less than six bedrooms, and in other places not less than three bedrooms, and (except in cities and incorporated towns) proper stabling for at least six horses, besides those of the licensee. In all cases the hotel or saloon is forbidden to form part of or to communicate by any entrance with any shop or store where goods are kept for sale. Every hotel or saloon, before receiving a license, must be shown to be a well appointed eating-house for daily serving meals to travellers. The board may, however, dispense with the necessity of their having such eating-house accommodation, as to a certain number of saloons in any city or town.

Clauses 29 to 40 deal with the duties of the board. They are to hear and determine all applications and objections, and their announced decision is not to be questioned or reconsidered. They are not to grant a license if two-thirds of the electors of the sub-division petition against it; nor to give a license to any person declared to be disqualified, nor to any license commissioner or inspector. If in any district the board of that district do not see their way clear to grant a new license for the ensuing twelve months, they may extend the time of the old license for three months. Upon the obtaining by the applicant of the certificate authorizing the issuing of a license the chief inspector is empowered to issue the certificate on payment to him of a fee of $5 and the giving of the bond required, and upon the applicant establishing that he has paid or tendered the duty imposed by the Provincial Legislature.

41. The forty-first clause provides that before any hotel, saloon, or shop license is granted the applicant shall give a bond in $500, with two sureties in the sum of $150 each, conditioned for the payment of all fines and penalties.

42. The 42nd to 45th clauses provide for the number of licenses to be granted. The aggregate number of hotel and saloon licenses are (in general) subject to the following limitations:—In cities, towns, and incorporated villages, one for each full 250 of the first thousand of the population, and one for each 500 over one thousand, according to the last preceding census. Two hotel licenses may be granted in any town or incorporated village when the population is less than 500. In incorporated villages, being county towns, five licenses may be granted even if according to population such number would be greater than the above proportion. In places of summer resort the board may grant two additional hotel licenses for six months in each year. No saloon licenses are to be granted in townships or parishes.

The number of shop licenses in the respective municipalities are to be—one for each full 400 up to 1,200 of the population, and one for each full 1,000 beyond 1,200. Power is given to the council of any city, town, or village by by-law to reduce within any limit by the Act provided, the number of hotel, saloon, or shop licenses to be issued.

46. The 46th is the local option clause. It consists of eleven subsections. These provide that a majority of three-fifths of the electors in any town, incorporated village, parish, township, or other municipality (save counties and cities) may prevent any licenses being granted. The votes of the electors are to be taken by ballot in the manner provided by the Canada Temperance Act, 1878, and the several clauses thereof under the headings, "The Poll," "Scrutiny," "Penalties," "Preservation of the Peace," "General Provisions," "Prevention of Corrupt Practices," and "Penalties and Punishments Generally," are to be incorporated into the present Act. The poll is to be closed at five o'clock in the afternoon of the second day if the votes of all the electors present at five o'clock on the first day were not polled. Such prohibition of sale will last until repealed by a vote of the electors, provision for the taking of which is made by the Act. Every license is held to be a license only to the person therein named, and for the

premises therein described, subject to the provisions of the Act as to removals and the transfer of licenses.

The 48th to 54th clauses deal with transfers and removals. It is provided that where a licensee dies, or sells, or assigns, or removes, the license is *ipso facto* forfeited unless such person, his assigns or legal representatives, within one month after the death, assignment, or removal of, or sale by, the original holder obtain the board's written consent either for the continuance or the transfer of such license to some other person. In case of the marriage of any female licensee, her husband has conferred upon him the privileges and responsibilities of such license on confirmation by the chairman of the board.

A chief inspector, on permission by the board, may allow the holder of a license to remove from one house to another equally well supplied with accommodation, provided the application is accompanied by a certificate signed by a majority of the electors of the polling sub-division to which it is proposed to remove.

55th to 56th clauses deal with the license fund, which is to be applied to the payment of salaries and expenses, the residue going to the treasurer of the municipality in which the licensed are situated, for the public uses of the municipality.

57th clause provides for the revocation of licenses improperly obtained.

58th clause provides for the issuance of permits to sell in municipalities where no license is granted. The certificate of a resident ph sician to a patient under his immediate care, or of a clergyman to a person whose spiritual adviser he is, is required (under a penalty of $30 for contravention of this provision) before the person permitted to sell can do so; and then he cannot sell more than one pint, which must not, under a penalty of $40, be allowed to be drunk on the premises. The person so permitted to sell has to make a monthly sworn report showing to whom sold, what quantity, and upon whose certificate, under a penalty for neglect of $20.

59th and 60th clauses deal with the registry of licenses. The register must contain the particulars of all licenses granted in each district, all forfeitures, disqualifications, convictions. The board must report annually to the Minister of Inland Revenue.

61st to 77th clauses deal with regulations and prohibitions. The principal of these are that the licenses must be conspicuously exposed, under a penalty of $5: that the words, "Licensed to sell spirituous or fermented liquors," are to be exhibited in large letters over the door; that every hotel-keeper, being a licensee, shall keep a lamp over the door, lighted every night; that only one bar shall be kept in any licensed premises; that no liquors are to be sold in any licensed place from seven o'clock on Saturday night till six o'clock on Monday morning; nor from 11 p.m. until 6 a.m. every other night, provided always, that in hotels liquor may be sold on Sundays to the guests, *bona fide*, residing or boarding in such houses, during meals between one and three p.m., and five and seven p.m., to be drunk or used at meals at the table.

Stringent regulations are provided against sale of liquors on election day; against receiving pledges or pawns in payment or payment in advance; against permitting drunkenness or disorderly conduct, or suffering drunken persons to consume intoxicants on the premises. And power is given any licensee to refuse admission to any person intoxicated; against the sale of intoxicants to minors under the age of 16 years; against the sale of liquors in any store or place where groceries or other merchandise are sold, provided that this shall not apply to any licensee in towns and cities having a license at the time of the passing of the Act, prior to 1st May, 1890, and elsewhere prior to 1st May, 1887; against treating by a licensee; against vessels selling liquor while moored or at a wharf.

78th and 79th clauses deal with adulteration and penalties therefor.

80th and 81st clauses define the powers of inspectors.

The remaining clauses deal with penalties, prosecutions, procedure, appeals, evidence, witnesses, and with municipalities under the Canada Temperance Act, 1878. The penalties inflicted for offences against the 65th clause, for first offence, $20 with costs; second offence, $50 with costs, and in default of payment in case of first conviction 15 days' imprisonment with hard labour, and in case of second conviction one month's imprisonment with hard labour.

Licensees may be interdicted from selling liquor to any drunkard, notice to be given by the chief inspector on demand of a husband or wife or other interested person, the penalty for disobedience being suspension of license for six months for first offence, and liability to forfeiture for second.

If a person falsely represents himself to be a lodger in order to obtain liquor at any premises during the period such premises are required to be closed as to the sale of liquors, he makes himself liable to a penalty not to exceed $20.

On the trial of any information or complaint against the provisions of this Act the person charged, or husband of such person, is a competent and compellable witness, until the 1st of May, 1884. All the laws of Provincial Legislatures of the Dominion passed for regulating or restraining the traffic in liquors are by section 143 of the Act made as valid and effective to all intents and purposes as if enacted by the Parliament of Canada.