

Court (noted *ante* p. 357) on the ground that by s. 25 of the Act it was expressly made retrospective as regards arbitrations commenced after the Act under any agreement or order made before the commencement of the Act, and that consequently the provisions of s. 2 were retrospective, there being nothing in the Act to except them from the rest of the Act as regards its retrospective effect.

SPECIAL STATUTORY REMEDY FOR RECOVERY OF MONEY—PROCEEDINGS UNDER SPECIAL ACT, BAR TO CIVIL ACTION.

In *Vernon v. Watson* (1891), 2 Q.B. 288, the Court of Appeal (Lord Escher, M.R., and Fry, L.J.) affirmed the decision of Pollock, B., and Charles, J. (1891), 1 Q.B. 400 (noted *ante* p. 166). The Court was of opinion that the statute in question in effect gave the aggrieved party both a civil remedy and criminal remedy combined for the money misappropriated; that the order for payment was a remedy for the civil right which was enforceable by imprisonment; which operated not only as a punishment of the offender, but also as an execution; and which, being satisfied by the imprisonment, was a satisfaction not only of the criminal, but of the civil remedy also.

ADULTERATION—MILK IN COURSE OF DELIVERY UNDER CONTRACT OF SALE—SEPARATE INFORMATION IN RESPECT OF SAMPLES FROM SEPARATE CANS—(SEE R.S.C., c. 107, ss. 15, 22, 23; 53 VICT., c. 26, s. 9 (D.)).

*Fecitt v. Walsh* (1891), 2 Q.B. 304, was a case stated by justices. Two informations were preferred by the respondent against the appellant for an offence under The Sale of Foods and Drugs Act, 1875. It appeared that the appellant was the consignor of certain milk which was being delivered at a workhouse, the guardians of which were the purchasers. The contract provided that the milk was to contain a certain percentage of cream, and that it should be tested on delivery, and a reduction made in the price in the event of a deficiency of cream. In the course of delivery, the inspector on the same day and occasion took samples from two cans which, on analysis, were found to be largely deficient in cream; whereupon two separate informations were laid, one in respect of each sample. The appellant was convicted on both charges. Two questions were submitted to the Court (Day and Lawrance, J.J.): First, would a separate information lie in respect of each can which was found to contain milk deficient in cream? The Court held that the appellant had committed a separate offence as to each can, and therefore a separate information could be brought in respect of each can. Secondly, whether the stipulation in the contract providing for a diminution of the price in case of a deficiency of cream exonerated the appellant? and the Court held that it did not. It may be observed that the English Act, 38 & 39 Vict., c. 63, s. 9, is different in its terms from the Canadian statute, R.S.C., c. 107, s. 15. The former expressly provides that no person shall for the purpose of sale, without notice, abstract any part of an article of food so as to injure its quality, substance, or nature. The Canadian statute seems to be practically to the same effect, since it declares that milk from which any valuable constituent has been abstracted is to be deemed to be adulterated, and only authorizes the sale of skimmed milk in cans having thereon the word "skimmed," as provided in the Act.