

was evidence not only of the by-law, but also that all conditions precedent to its becoming operative had been complied with.

CRIMINAL LAW—EVIDENCE—INDECENT ASSAULT—COMPLAINT BY PROSECUTRIX—COMPLAINT ELICITED BY QUESTION.

In *The King v. Osborne* (1905) 1 K.B. 551 the defendant was indicted for an indecent assault upon a girl under the age of thirteen. The girl had been left by two companions in the defendant's shop and on their return shortly afterwards they met her coming away, and one of them asked why she had not stayed till their return, when the prosecutrix made an answer incriminating the defendant. On the trial the reception of this evidence was objected to, but the Court for Crown Cases Reserved (Lord Alverstone, C.J., and Kennedy, Ridley, Channell and Phillimore, JJ.) held that it was admissible not as evidence of the truth of the charge alleged, but as corroborating the credibility of the girl and as evidence of the consistency of her conduct.

SALE OF GOODS—RELIANCE ON SELLER'S SKILL—MILK SUPPLIED FOR CONSUMPTION—REPRESENTATION BY VENDOR OF CARE USED BY HIM IN SEEING THAT MILK SOLD WAS PURE—IMPLIED WARRANTY.

*Frost v. Aylesbury Dairy Co.* (1905) 1 K.B. 608 was an action brought by the plaintiff a purchaser of milk from the defendants to recover damages occasioned by the milk sold being impure and containing typhoid germs, and in consequence thereof the plaintiff's wife contracted and died of typhoid fever. A book furnished by the defendants, in which the daily supply was entered, was interleaved with printed notices of the precautions taken by the defendants to supply milk pure and unadulterated and free from the germs of disease. Under these circumstances the Court of Appeal (Collins, M.R., and Mathew and Cozens-Hardy, L.JJ.) held that there was an implied warranty on the part of the defendants that the milk supplied was free from germs of disease and that the plaintiff was entitled to recover.

SHERIFF—POSSESSION MONEY—SEVERAL WRITS.

In *Glasbrook v. David* (1905) 1 K.B. 615 Farwell, J., decides that where a sheriff takes possession of goods under a *fi fa*, and subsequently other *fi fas* against the debtor are put in his hands for execution, and he has merely kept the same man in possession for all the creditors, he cannot, upon the execution being withdrawn, recover possession money from more than one creditor.