

both bottles and the contents were supplied under a contract of sale notwithstanding there might be special terms looking to a return of the bottles.

CRIMINAL LAW—LIMITATION OF TIME FOR PROSECUTION—AMENDMENT OF INFORMATION—VERDICT AGAINST OPINION OF JUDGE.

*The King v. Wakeley* (1920) 1 K.B. 688. This was a prosecution for having carnal knowledge of a girl under sixteen. A statute limited the time for prosecution to six months after the commission of the offence. The information was sworn on May 3, 1919, and charged the offence to have been committed between November 6 and 7, 1918. Subsequently the information was amended by changing the date of the alleged offence to November 3 and 8, 1918. The girl gave evidence and swore that the accused had had connection with her on the 4th November, 1918. The jury, against the opinion of the Judge, found the accused guilty and he appealed to the Court of Criminal Appeal (Lord Reading, C.J., and Sankey and Salter, JJ.) and it was contended on his behalf that by reason of the amendment made in the information, it was not in law commenced until 13th May and was therefore out of time; but the Court held that the amendment had not that effect; and notwithstanding the verdict was contrary to the opinion of the Judge at the trial, the Court being unable to say that there was no evidence to support it, refused to quash the verdict.

SALE OF GOODS—CONTRACT TO DELIVER—TIME OF DELIVERY FIXED BY REFERENCE TO ARRIVAL OF SHIP—REPUDIATION OF CONTRACT BY SELLER BEFORE TIME NAMED FOR DELIVERY—MEASURE OF DAMAGES.

*Melachrino v. Nickoll* (1920) 1 K.B. 693. This action was brought to recover damages for breach by the sellers of a contract for the sale of goods which were to be delivered to the buyers on the arrival of the ship by which they were to be sent. Before the ship could arrive the sellers repudiated the contract. At the date of repudiation the market price was in excess of the contract price, but it subsequently fell, and at the period when the ship would have arrived it was actually less than the contract price. The sole question involved was what, in these circumstances, was the proper measure of damages? On a case stated by arbitrators, Bailhache, J., held that immediately on the breach of the contract the buyers might have gone into the market and