

ADULTERATION—SAMPLE—PURCHASE FOR ANALYSIS—CONDITION PRECEDENT TO PROSECUTION—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39th VICT., c. 63), ss. 13, 14—(R.S.C., c. 107, ss. 9, 10).

Smart v. Watts. (1895) 1 Q.B. 219; 15 R. Feb. 406, was a case stated by justices, and the question was whether, where a sample of goods is purchased for the purpose of analysis with a view to a prosecution for adulteration, the due observance of the proceedings laid down by the Act for procuring the analysis is a condition precedent to such prosecution (see R.S.C., c. 107, ss. 9, 10), or whether it could be dispensed with where there is a contemporaneous admission by the seller at the time of sale of the sample that the sale was an offence under the Act; and it was held by Wills and Wright, JJ., that, notwithstanding the admission, the analysis is a condition precedent to a prosecution, and the procedure laid down for obtaining the analysis must be strictly followed; and the defendant having been convicted, the conviction was quashed.

LANDLORD AND TENANT—LEASE—PROVISO FOR DETERMINATION BY NOTICE—NOTICE, SUFFICIENCY OF.

Bury v. Thompson. (1895) 1 Q.B. 231; 15 R. Feb. 334, was an action for a declaratory judgment. The plaintiff was lessee under a lease for a term of twenty-one years from Christmas, 1887, which was subject to a proviso, "that if the lessee shall be desirous of determining this demise at the end of the seventh or fourteenth year of the said term, and of such his desire shall give to the lessor six calendar months' notice next before the expiration of such seventh or fourteenth year," the lease should determine. On 21st October, 1893, the plaintiff wrote to the defendant, the lessor: "I see that my seven years will be determined on December 25th, 1894. . . . I understand the rent is £50 too high, and I shall not be able to stop unless some reduction is made. I give an early intimation of this, so that you may have ample time to consider what course you would like to adopt." Negotiations were then entered into with a view to reduction of rent, which continued until within six months of the termination of the first seven years of the lease, when the defendant refused any reduction. The plaintiff claimed a declaration that the lease was at an end; and Pollock, B., and Grantham, J., were of opinion that the notice of 21st October, 1893, was a sufficient notice under the proviso, and that the lease was at an end. The case