

small type, and the Index occupies 270 pages. We do not find that Quebec cases have been much drawn upon in the American notes; but the difficulties of the French language, in which a considerable number of the reports appear, may be responsible for this to some extent.

An excellent service has done for the profession in Canada by placing this work in their hands, and we trust that the enterprise of the publishers will be amply rewarded.

QUEEN'S BENCH DIVISION.

LONDON, 6th May, 1897.

Before HAWKINS and WRIGHT, JJ.

DERBYSHIRE v. HOULISTON (32 L. J.)

Adulteration—Written warranty—Nature, substance, and quality of article demanded—Scienter—Sale of Food and Drugs Act, 1875, (38 & 39 Vict. c. 63) s. 27.

Case stated by the stipendiary magistrate for the city of Manchester.

The appellant was summoned under section 27 of the Sale of Food and Drugs Act, 1875, upon the information of the respondent (an inspector of nuisances for the city of Manchester), for giving, on September 8, 1896, a false warranty in writing to a purchaser, to wit Martin Hopkins, in respect to an article of food, to wit butter, then sold by him to the said Hopkins; and subsequently, to wit on September 16, 1896, sold by Hopkins to the respondent, the said article not being of the nature, substance, and quality of the article demanded by the respondent.

By section 27 of the Sale of Food and Drugs Act, 1875, it is provided that 'Every person who shall give a false warranty in writing to any purchaser in respect of an article of food or drug sold by him as principal or agent, shall be guilty of an offence under this Act, and be liable to a penalty not exceeding twenty pounds.'

On September 16, 1896, the respondent purchased at the shop of Hopkins, a pound of butter, marked 'Pure Butter, 10d.' The butter was adulterated, containing 23 per cent. of water.

Hopkins had, on September 8, 1896, purchased the butter from the appellant as being the same in nature, substance, and quality as that demanded of him by the respondent, and with a written warranty to that effect. The written warranty contained the words, 'Warranted Pure Butter.' Hopkins had no reason to believe at the time when he sold it that the article was otherwise,