

stirring or mixing together its constituent elements, save in so far as that was effected by working the churn. The milk was sold to the respondent from the churn from which it was drawn by means of a tap, which was so constructed as to keep the milk and cream properly mixed together, so that all the milk drawn off should be of about the same quality. The glass in which the milk was served was engraved with the words, "Not guaranteed as new, or pure milk, or with all its cream—see notices," and on the counter was a printed notice to the effect that all milk sold by the appellants was purchased by them under a warranty of its purity and genuine quality; that they took all possible precautions to ensure its supply to their customers in proper condition, but were unable to guarantee it as new, pure, or with all its cream, and did not therefore sell it as such. The milk in question was found on analysis to be deficient 17 per cent. of cream. Lord Russell, C.J., and Wills, J., were of the opinion that even if the facts showed that there had been an abstraction of the cream within the meaning of the Act, yet that the notice on the glass and the printed notice on the counter were a sufficient notice of the alteration, and the conviction of the appellants was therefore quashed.

MISCHIEVOUS ANIMAL—SCIENTER—EVIDENCE—DOG—NEGLIGENCE.

*Osborne v. Chocquet*, (1896) 2 Q.B. 109. was an action for damages for injury sustained by the plaintiff by reason of his having been bitten by the defendant's bull dog. The doctrine that a dog is entitled to one bite before his master can be made responsible for his acts receives a further exemplification in the present case. The only evidence offered of any previous misconduct on the dog's part was that whilst in the possession of a former owner, it had in company with another dog chased and worried a goat. The County Court judge who tried the case upon this evidence held that the dog was ferocious to the defendant's knowledge, and he gave judgment for the plaintiff—but on the appeal of the defendant Lord Russell, C.J., and Wills, J., reversed the judgment and dismissed the action. Lord Russell, C.J., although not agree-