

Appeal (Lord Esher, M.R., and Lopes and Kay, L.JJ.) agreed with the Divisional Court (Pollock, B., and Kennedy, J.) that the defendants remained liable, notwithstanding the arrangement. The Court of Appeal was not, however, unanimous as to what was the real nature of the defendant's contract. The Master of the Rolls and Lopes, L.J., inclined to the opinion that it was one of insurance, and that the defendants' contract being one of indemnity they would be entitled to be subrogated to the rights of the plaintiff against the bank under the scheme of arrangement. But Kay, L.J., was of opinion that it was immaterial whether the contract was one of insurance or suretyship; for even assuming it to be the latter, the arrangement under which the bank was discharged under the statute was not an accord and satisfaction, and did not defeat the plaintiff's right of action under the contract which had vested on the bank's default.

PHARMACY ACT.—SALE OF POISON.—MEDICINE CONTAINING POISON IN INFINITESIMAL QUANTITIES.—31 & 32 VICT., c. 121, s. 15—(R.S.O., c. 151, s. 24).

In *Pharmaceutical Society v. Delve*, (1894) 1 Q.B. 71, the defendant was sued for a penalty for selling poison contrary to the provisions of the Pharmacy Act (see R.S.O., c. 151, s. 24). The evidence showed that the defendant had sold a medicine called "Licoricine," in which a trace of morphine was found, upon analysis, equal to about one-fiftieth of a grain per ounce. The Divisional Court (Charles and Wright, JJ.) agreed with the County Court judge before whom the case was tried that the sale of such a minute quantity was not an offence within the meaning of the Act, and the action was accordingly dismissed.

ADULTERATION.—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT., c. 63), ss. 6, 25—(53 VICT., c. 26, s. 9 (D.))—CONTRACT TO SUPPLY GOODS IN INSTALLMENTS.

*Laidlaw v. Wilson*, (1894) 1 Q.B. 74, was a case stated by justices. The defendants were prosecuted for selling adulterated lard, and they sought to escape liability on the ground that they had purchased the lard as pure lard, and with a written warranty to that effect, and had no reason to believe when they sold it that it was not pure (see 53 Vict., c. 26, s. 9 (D.)). The evidence showed that the lard in question had been part of a quantity purchased by the defendants and delivered to them under a