

ton, and Kennedy, L.JJ.) held that, their purchase being on joint account of themselves and Broadhurst, they were affected by the bad faith of Broadhurst, and that the Factors Act (52-53 Vict. c. 45), (R.S.O. c. 50), was consequently no protection to them.

ADULTERATION—SALE OF FOOD AND DRUGS ACT, 1875 (38-39 VICT. c. 63) s. 25—(R.S.C. c. 133, s. 33)—WANT OF KNOWLEDGE—MILK—WARRANTY—FUTURE SALES—WARRANTY IN WRITING.

*Evans v. Weatheritt* (1907) 2 K.B. 80 was a prosecution for selling milk from which 28 per cent. of the milk fat had been abstracted. The defendant set up want of knowledge, and purchase by him of the milk in question with a warranty of its purity. It was proved that by a contract in writing the defendant had agreed to purchase from a company the whole of the milk required for his dairy for twelve months from 1 October, 1905, and the contract contained a warranty by the vendors that all milk delivered should be pure. In June, 1906, milk was delivered by the vendors to the defendant under the contract accompanied by a delivery note which did not refer to the contract. Some of this milk was sold and was proved on analysis to have had 28 per cent. of milk fat abstracted from it. The defendant relied on the warranty, and 38 & 39 Vict. c. 63, s. 25 (R.S.C. c. 133, s. 33), and the Divisional Court (Lord Alverstone, C.J., and Darling and Lawrence, JJ.), held that the defence was made out; and the conviction which was based on the ground that there was nothing to connect the warranty with the particular consignment of goods in question, was quashed.

PRACTICE—SECURITY FOR COSTS—INHERENT JURISDICTION OF COURTS.

*Billington v. Billington* (1907) 2 K.B. 106 was an action which had been tried before an official referee, and judgment recovered in favour of the plaintiff. The defendant had become bankrupt, and he subsequently gave notice of appeal from the judgment; the plaintiff thereupon applied to the Divisional Court for an order requiring the defendant to give security for the costs of the appeal. The Divisional Court (Lord Alverstone, C.J., and Darling and Phillimore, JJ.) held that there was an inherent jurisdiction in the Court to order security to be given, and that it was proper to grant the application in the present case.