eight gallons of unskimmed milk into a pail which she sold in small quantities to her customers, dipping it out from time to time with a measure. The sale extended over four or five hours, during which time the cream kept rising to the surface, of which the customers first served got the benefit, but those who came last practically got skimmed milk, owing to the milk not having been stirred from time to time. The appellant, who was served when only two quarts remained, complained of the deficiency of cream, and on analysis it was discovered that the milk served to him was deficient in thirty-three per cent. of fatty matter, which was entirely due to the way the earlier customers had been served. The court (Lord Coleridge, C.J., and Wright, J.) held that the respondent was guilty under the Adulteration Act, s. 9 (see R.S.C., c. 107, s. 15), in that she sold the milk without disclosing its condition, and that it was immaterial that she had no intent to defraud in abstracting the cream as she did.

MASTER AND SERVANT—EMPLOYERS AND WORKMEN ACT, 1875 (38 & 39 VICT., C. 90), S. 10—(R.S.O., C. 141, S. 1, S-S. 3)—PERSON ENGAGED IN MANUAL LABOR—GROCER'S ASSISTANT.

In *Bound* v. *Lawrence* (1892), 1 Q.B. 226, the Court of Appeal (Lord Esher, M.R., and Fry and Lopes, L.JJ.) reversed a decision of the Queen's Bench, and held that a grocer's assistant, whose duty was to serve customers over the counter, and make up parcels, and carry parcels from the shop to the cart at the door, and bring up goods from the cellar, was not engaged in "manual labor" within the meaning of the Employers and Workmen Act, 1875 (R.S.O., c. 114, s. 1, s-s. 3). The real and substantial duty of the person must be looked at, and the mere fact that, as incidental to that duty, some slight acts of manual labor are performed is not sufficient to bring the employee within the category of a servant engaged in "manual labor."

PRACTICE—RECEIVER—TRUSTEE—REMUNERATION.

*In re Bignell, Bignell* v. *Chapman* (1892), 1 Ch. 59, was an administration action, in which a receiver and manager of the business of the testator had been appointed, and the question was whether such receiver was entitled to remuneration. The testator had directed his trustees, of whom Mrs. Squier was one, to allow Mrs. Squier to manage his business during her own life, subject to a power in her co-trustees to stop the business if it should be carried on unsuccessfully for any period of eighteen months, and Mrs. Squier was to have one-fourth of the profits, not exceeding £800 a year. Shortly after the testator's death the judgment for administration had been made, and Mrs. Squier had been appointed receiver and manager of the business without giving security, but nothing was said as to remuneration. About fifteen months after the testator's death Mrs. Squier resigned her office as receiver, having been in bad health for several months, and shortly afterwards died. The business had fallen off, and the profits for the whole period of the receivership were trifling. Her executors, on passing her accounts, asked for remuneration to be allowed at the rate of £800 a year. The residuary legatee objected to any remuneration being allowed, contending that there was an inflexible rule that a trustee, when appointed as receiver, is never entitled to remuneration. The Court of Appeal (Lindley,