several cases. *Wynkoop* v. *Wynkoop*, 42 Penn. St. 293; *Pierce* v. *Proprietors of Swan Pt. Cemetery*, 10 R. I. 227; 14 Am. Rep. 667; *Kemp* v. *Wickes*, 3 Phillim. 264. By the old English law the charge of the body belonged exclusively to the ecclesiastical courts. The only common law remedy for a wrongful removal was by criminal process. In *Rex* v. *Sharpe*, Dears. & B. 160, an indictment against a man for removing his mother's body from one graveyard for the purpose of burying it in another, was sustained. But under the old English law it was the practice to arrest and detain dead bodies for debt. In several States, Rhode Island, Massachusetts, etc., there are statutes forbidding this. For an interesting discussion of the subject, see *Pierce* v. *Proprietors, etc.*, *supra*, and notes, 14 Am. Rep. 676, 678.

NEWSPAPER CENSURE, WHEN PRIVILEGED.—In the case of *Gott* v. *Pulsifer*, 122 Mass. 235, plaintiff brought action for an alleged false and malicious libel published concerning the image known as the "Cardiff Giant," in defendants' newspaper. The image belonged at the time to plaintiff, and he had made a contract with one Palmer to sell it to him for $30,000. Defendants' newspaper in a humorous article charged that the "giant" was a humbug, and that it had been sold in New Orleans for the sum of eight dollars. In consequence of the appearance of this article the sale to Palmer was not made. The jury found for defendants. The Supreme Court sustained certain exceptions taken by the plaintiff and gave a new trial, saying, however, that "the editor of a newspaper has the right, if not the duty, of publishing for the information of the public, fair and reasonable comments, however severe in terms, upon anything which is made by its owner a subject of public exhibition as upon any other matter of public interest; and such a publication falls within the class of privileged communications for which no action can be maintained without proof of actual malice." See, as supporting this rule, *Dibden* v. *Swan*, 1 Esp. Cas. 28, where Lord Kenyon charged that the editor of a newspaper may fairly and candidly comment on any place or species of public entertainment, and that if done fairly and without malice or view to injure the proprietor, however severe the censure, the justice of it screens the editor from legal animadversion. See also *Carr* v. *Hood*, 1 Campb. 355; *Henwood* v. *Harrison*, L. R. 7 C. P. 606; *Fry* v. *Bennett*, 28 N. Y. 324; *Gregory* v. *Duke of Brunswick*, 6 M. & G. 953.—*Ib.*

AGENCY—A SUMMARY OF RECENT DECISIONS.

[Wm. Evans, in *Law Times*, London.]

First, as to the authority of joint principal and joint agents:

Each of several co-owners of a thing can only sell or authorize the sale of his own interest in that thing; but all the co-owners may combine to sell or authorize the sale of the whole thing. There is, again, nothing which precludes several co-owners from jointly retaining a solicitor to bring or defend an action relating to their common property. Whether they have done so or not, depends upon the circumstances of the particular case: Keay *v.* Fenwick, 1 C. P. Div., 745.

The mere taking of a bill from one of several joint owners of a ship, who is also the ship's husband, is no legal release of the liability of his co-owners.

In an action for commission, brought by shipping agents against all the co-owners of a ship, with the exception of one, D, the ship's husband, the mere fact that the plaintiffs, knowing that the defendants were co-owners of a ship with D, took a bill from him for the amount due to them, and proved against his estate in respect of such bill, is not sufficient to discharge the defendants: Bottemley *v.* Nuttall, 5 C. B. N. S., 122; 28 L. J., 110, C. P.; Keay *v.* Fenwick, 1 C. P. Div., 745.

An unauthorized order to sell, given by one joint owner, is ratified by the other joint owners joining in a power of attorney, enabling their agents to convey their respective shares: Keay *v.* Fenwick, 1 C. P. Div., 745.

Secondly, as to the existence of implied authority to bind the principal:

With respect to the evidence of an agent's authority to sell goods in his own name, it has been decided that the fact that a principal has intrusted an agent with the possession of goods for the purpose of selling them is, as between the agent and third parties buying the goods, *prima facie* evidence that the agent is authorized to sell them in his own name. Hence, if the court is satisfied that no limitation of the