of gas, went upon the premises with his employer's agent for the purpose of examining the several burners, so as to test the new apparatus. Whilst thus engaged upon an upper floor of the building, the plaintiff, under circumstances as to which the evidence was conflicting, but accidentally, and, as the jury found, without any fault or negligence on his part, fell through the hole and was injured:—*Held*, that, inasmuch as the plaintiff was upon the premises on lawful business, in the course of fulfilling a contract in which he (or his employer) and the defendant both had an interest, and the hole or shoot was from its nature unreasonably dangerous to persons not usually employed upon the premises, but having a right to go there, the defendant was guilty of a breach of duty towards him, in suffering the hole to be unfenced. *Indermaur* v. *Dames*, Law Rep. 1 C. P. 274.

Master and Servant—Negligence of Fellow-servant.—The plaintiff was employed by a railway company as a laborer, to assist in loading what is called a "pick-up train," with materials left by plate-layers and others upon the line. One of the terms of his engagement was, that he should be carried by the train from Birmingham (where he resided, and whence the train started,) to the spot at which his work for the day was to be done, and be brought back to Birmingham at the end of each day. As he was returning to Birmingham, after his day's work was done, the train in which the plaintiff was, through the negligence of the guard who had charge of it, came into collision with another train, and the plaintiff was injured:—*Held*, that, inasmuch as the plaintiff was being carried, not as a passenger, but in the course of his contract of service, there was nothing to take the case out of the ordinary rule which exempts a master from responsibility for an injury to a servant through the negligence of a fellow-servant, when both are acting in pursuance of a common employment. *Tunney* v. *Midland Railway Co.*, Law Rep. 1 C. P. 291.

Carrier—Measure of Damages.—The plaintiff sent goods from Manchester by the defendants' railway to his traveller at Cardiff; the delivery of the goods was, through the negligence of the defendants, delayed until after the traveller had left Cardiff, and the plaintiff, in consequence, lost the profits which he would have derived from a sale at Cardiff:—*Held*, that in the absence of notice to the defendants of the object for which the goods were sent, the plaintiff could not recover from them such profits as damages for the delay. *Great Western Railway Co.* v. *Redmayne*, Law Rep. 1 C. P. 329.

Breach of Promise of Marriage.—In an action for breach of promise of marriage, where the plaintiff has been seduced by the defendant, it is no misdirection to tell the jury, that, in estimating the damages, they are at liberty to take into their consideration the altered social position of the plaintiff in relation to her home and family, through the defendant's conduct towards her. *Berry* v. *Da Costa*, Law Rep. 1 C. P. 331.

EXCHEQUER.

Shipping—Marine Policy.—In a homeward policy the words "*at and from*" a port named are to be construed in their natural geographical sense, without reference to the expiration of an outward policy "to" the same place, and therefore the policy attaches as soon as the vessel arrives within the port named, and although not *safely moored*.—A vessel insured "*at and from*" Havana was injured by coming into contact with an anchor after entering the harbour, and whilst passing over a shoal up to her place of discharge:—*Held*, that the policy had attached. *Haughton* v. *Empire Marine Insurance Co.*, Law Rep. 1 Ex. 206.

Contract void for Immorality.—One who makes a contract for sale or hire, with the knowledge that the other contracting party intends to apply the subject matter of the contract to an immoral purpose, cannot recover upon the contract; it is not necessary that he should expect to be paid out of the proceeds of the immoral act.—The defendant, a prostitute, was sued by the plaintiffs, coach-builders, for the hire of a brougham. There was no evidence that the plaintiffs looked expressly to the proceeds of the defendant's prostitution for payment; but the jury found that the plaintiffs knew her to be a prostitute, and