security for money, before the money is due, is not in general so inconsistent with the contract, as to amount to a renunciation of that contract. In general all that the pledgor requires is the personal contract of the pledgee that on bringing the money the pawn shall be given up to him, and that in the meantime the pledgee shall be responsible for due care being taken for its safe custody." Cockburn, C. J., said: "The question here is, whether the transfer of the pledge is not only a breach of the contract on the part of the pawnee, but operates to put an end to the contract altogether, so as to entitle the pawnor to have back the thing pledged without payment of the debt. I am of opinion that the transfer of the pledge does not put an end to the contract, but amounts only to a breach of contract, upon which the owner may bring an action, —for nominal damages if he has sustained no substantial damage; for substantial damages, if the thing pledged is damaged in the hands of the third party, or the owner is prejudiced by delay in not having the thing delivered to him on tendering the amount for which it was pledged." *Donald* v. *Suckling*, Law Rep. 1 Q. B. 585.

Corporation—Contract not under Seal.—The plaintiff supplied coals from time to time to the defendants, the guardians of a poor-law union, for the use of their work-house, under articles of agreement between the plaintiff and the defendants, executed by the plaintiff, but not under the seal of the defendants. The defendants received and used some of the coals. In an action for goods sold and delivered:—*Held*, that as the goods had been supplied and accepted by the defendants, and were such as must necessarily be from time to time supplied for the very purposes for which the defendants were incorporated, the defendants were liable to pay for the coals although the contract was not under seal. *Nicholson* v. *Bradfield Union*, Law Rep. 1 Q. B. 620.

Libel—Inadequacy of Damages.—The plaintiff brought an action against the defendant for having published in a Liverpool newspaper, of which the defendant was proprietor, a series of libels, of a gross and offensive character, on the plaintiff as the incumbent of a church in Liverpool. It appeared at the trial that the first libel originated in the plaintiff having preached and published in the local papers two sermons, reflecting on the magistrates for having appointed a Roman Catholic chaplain to the borough gaol, and on the town council for having elected a Jew their mayor; and the plaintiff had, soon after the libels had commenced, alluded, in a letter to another newspaper, to the defendant's paper as the "dregs of provincial journalism;" and he had also delivered from the pulpit and published a statement, to the effect that some of his opponents had been guilty of subornation of perjury in relation to a charge of assault for which the plaintiff had been fined 5s. The jury having returned a verdict for a farthing damages, the plaintiff obtained a rule for a new trial on the ground of the inadequacy of the damages:—*Held*, that, although on account of the grossness and repetition of the libels, the verdict, in the opinion of the Court, might well have been for larger damages, it was a question for the jury, taking the plaintiff's own conduct into consideration, what amount of damages he was entitled to; and that the Court ought not to interfere. *Kelly* v. *Sherlock*, Law Rep. 1 Q. B. 686.

Libel—Matter of Public Interest.—A church warden having written to the plaintiff, the incumbent, accusing him of having desecrated the church, by allowing books to be sold in it during service, and by turning the vestry-room into a cooking apartment, the correspondence was published without the plaintiff's permission in the defendant's newspaper, with comments on the plaintiff's conduct:—*Held*, that this was a matter of public interest, which might be made the subject of public discussion; and that the publication was, therefore, not libellous, unless the language used was stronger than, in the opinion of the jury, the occasion justified. *Kelly* v. *Tinling*, Law Rep. 1 Q. B. 699.

Nuisance—Master and Servant—Master liable on Indictment for act of Servant.—The owner of works, carried on for his profit by his agents, is liable to be indicted for a public nuisance caused by the acts of his workmen in carrying on the works, though done by them without his knowledge and contrary to