Q. B. D., *Metropolitan Board of Works* v. *Steed*, it is only necessary to say that it is a case on the construction of a statute in which the Court held "or" to mean "and," taking the rest of the sentence in which the word "or" occurred, the object and intention being prohibition, and the two things prohibited being coupled by the word "or."

REMOTENESS OF DAMAGE - LOSS OF RESALE.

The decision in *Thol* v. *Henderson*, p. 457, is best shown by the following extract from the judgment (Grove, J.) "The question is, on what principle damages are to be assessed in this case, and whether the plaintiff is entitled to damages for loss of profit on a sub-contract which he had made for the sale of the goods. This sub-contract was not known to the seller at the time of the sale, but it was known that the plaintiff had purchased the goods for the purpose of resale. On these facts I think the damages ought not to be so assessed as to include loss of profit on the sub-sale. . . In the present case, all that was known by the defendant was that the goods were purchased with a general intention to re-sell them. If that knowledge is to be taken as the test of the seller's liability, I do not see why in any case he should not be liable, however speculative the resale may be. I do not think such knowledge brings the case within *Hadley* v. *Baxendale*, 9 Ex. 341." And he distinguishes the case of *Barries* v. *Hutchinson*, 18 C. B. (N. S.) 445, on the ground that there "the existence of the sub-contract was known to the seller at the time of the sale, or at all events, the fact was known to the seller that the goods were purchased for a specific purpose." It may be added that the head-note in this case appears incorrect in saying that "it was shewn that the goods were not procurable in the market."

PUBLIC MEETING—POLL.

The case of *Reg.* v. *Wimbledon Local Board*, p. 459, proceeds on the principle that a right to demand a poll is an attribute at common law of all public meetings, that any qualified person may demand a poll, and the meeting may be enlarged so that all persons duly qualified may come in and take part in the decision."

COSTS—ARBITRATION—"IN ANY ACTION."

In *Fergusson* v. *Davison*, p. 470, the question was whether, when the matters in difference in an action had been referred by consent to an arbitration, who had found a certain sum due to the plaintiff, this could be said to be a sum recovered in an action, so as to come within the meaning of Imp. 30 31 Vic. c. 142, sec. 5, which says that "if in any action" the plaintiff shall recover a sum "not exceeding a certain amount, he is not to have the costs of the action (cf. R. S. O. c. 50, secs. 343, 345). The Court held that it did; Brett, L. J., taking occasion to add that their decision did not apply to the case in which an arbitrator has made an award under a reference where no action has been commenced.

LIBEL—EVIDENCE—CHARACTER—RUMOURS.

Scott v. *Sampson*, p. 491, arose out of an action which probably most readers will remember. The action was for a libel published by the defendant of the plaintiff alleging that the latter had extorted a sum of £500 from Admiral Carr Glyn, by threatening to publish defamatory matter of Miss Neilson, an actress, then lately dead. It was tried before the L. C. J. and a special jury when the defence set up was that the alleged libel was true. The jury returned a verdict for the plaintiff. In the case now before the Court the defendant claimed a new trial on the ground that the L. C. J. misdirected the jury in rejecting (i) evidence of the plaintiff's general bad character, (ii) evidence that rumours to the same effect as the libel complained of were in general circulation before the publication of the libel. The principal judgment is that of Cave, J., who reviews *seriatim* the authorities on the subject, which consist of decisions relating to the admissibility of (i) evidence of reputation; (ii) evi-