procured another vessel, the *Caprice*, to carry it on to Bristol, for an agreed freight of £2467 11 10, which the plaintiffs paid, receiving from the owners of the cargo the full charter freight. The master also incurred an expense of about £100 in landing, warehousing, and reloading the guano at Rio:—*Held*, that the plaintiffs were entitled to recover from the defendants, under the suing and laboring clause, the expenses so incurred and the freight of the *Caprice*, notwithstanding there had been no abandonment. *Held*, also, that evidence was admissible to show that, by the usage amongst underwriters, the term "particular average" does not include expenses which are necessarily incurred in order to save the subject matter of insurance from a loss for which the insurers would have been liable, and that these are usually allowed under the name of "particular charges." *Held*, also, that the occasion upon which these particular charges were incurred being such as to be within the suing and laboring clause, the application of that clause was not excluded by the warranty against particular average. *Kidston* v. *Empire Insurance Co.*, Law Rep. 1 C. P. 535.

Proof of Conviction.—A conviction before a police magistrate can only be proved by the production of the record of the conviction, or an examined copy of it. *Hartley* v. *Hindmarsh*, Law Rep. 1 C. P. 553.

Damages—Fraudulent Misrepresentation.—In an action for fraudulent misrepresentation the plaintiff may recover damages for any injury which is the direct and natural consequence of his acting on the faith of the defendant's representations. Therefore, where a cattle dealer sold to the plaintiff a cow, and fraudulently represented that it was free from infectious disease, when he knew that it was not, and the plaintiff having placed the cow with five others, they caught the disease and died:—*Held*, that the plaintiff was entitled to recover as damages the value of all the cows. Willes, J., said: "The defendant induced the plaintiff to buy the cow by representing that it was sound when he knew that it was not so, and that it might communicate the disease to any other cattle with which it might be placed. Was it not necessarily within the contemplation of the parties that it might be placed with other cows? The plaintiff was induced, by the defendant's misrepresentation, to treat it in the ordinary way, and the illness and death of the other cows was the direct and natural consequence of his doing so." *Mullett* v. *Mason*, Law Rep. 1 C. P. 559.

Adjoining Land-owners—Right to Lateral Support.—The right of the owner of land to the lateral support of his neighbor's land is not an absolute right, and the infringement of it is not a cause of action, without appreciable damage. Therefore, where A dug a well near B's land, which sank in consequence, and a building erected on it within twenty years fell, and it was proved that if the building had not been on B's land, the land would still have sunk, but the damage to B would have been inappreciable:—*Held*, that B had no right of action against A. Erle, C. J., said: "There is no doubt that a right of action accrues whenever a person interferes with his neighbor's rights, as, for example, by stepping on his land, and this though no actual damage may result. But for a man to dig a hole in his own land is in itself a perfectly lawful act of ownership, and it only becomes a wrong if it injures his neighbor; and since it is the injury itself which gives rise to the right of action, there can be no right of action unless the damage is of an appreciable amount. A person may build a chimney in front of your drawing-room, and the smoke from it may annoy you, or he may carry on a trade next door to your house, the noise of which may be inconvenient, but unless the smoke or noise be such as to do you appreciable damage, you have no right of action against him for what is in itself a lawful act." *Smith* v. *Thackerah*, Law Rep. 1 C. P. 564.

Carriers by Railway—Undue prejudice—Collection of parcels.—A collected parcels, and forwarded them by railway; the railway company refused to admit A's vans into their station after 6. 30 P. M., but admitted their own vans and those of B at a later hour with parcels, which they forwarded the same night. The time (6. 30 P. M.) fixed by the company, as that after which they would not receive goods to be forwarded the same night, was reasonable. The company in admitting their