such prior arrangements; but it was not kept open for the purpose of making an arrangement with either an old or new customer; nor for the receipt of work from a casual customer. On Sunday, September 20, 1896, the appellant employed in his workshop a woman of the Jewish religion. Section 51 provides that "no penalty shall be incurred by any person in respect of any work done on Sunday in a workshop or factory by a young person or woman of the Jewish religion subject to the following conditions:.....(2) The factory or workshop shall be closed on Saturday and shall not be open for traffic on Sunday....." The learned magistrate thought that the facts brought the case within the words "open for traffic on Sunday," and convicted the appellant. The question for the Court was whether the facts brought the appellant's workshop within the words "open for traffic on Sunday."

The Court (Cave, J., and Grantham, J.) held that although it was not altogether easy to construe the word "traffic," yet the learned magistrate had upon the facts taken a somewhat too narrow view. They were of opinion, seeing that the work was brought in pursuance of arrangements made on previous days, that the appellant's workshop was not open for traffic.

Conviction quashed.

MEASURE OF DAMAGES IN CASES OF INABILITY TO CONVEY GOOD TITLE TO LAND.

That the decisions on this subject are irreconcilable is not surprising when one considers the diversity of opinion as to the ground upon which the distinction made in this regard between the case of a vendor's breach of a contract for the sale of realty and the like breach of a contract for the sale of chattels, rests.

In *Drake* v. *Baker* (34 N.J.L. 358), the New Jersey Supreme Court held, that where one agrees to sell real estate and subsequently discovers that his title is defective, and is on that account unable to complete his bargain, nominal damages only can be recovered against him, but limited the scope of the rule to the case of a vendor unable to perform by reason of a defect in his title, which was unknown to him when he entered into the contract. In *Gerbert* v. *Congregation of the Sons of Abraham* (35 Atl. Rep. 1121), the Court of Errors and Appeals overrules this case and, following *Bain* v. *Fothergill* (L. R. 7 H. L. 158), holds