the injury must be such as visibly to diminish the value of the property, and the comfort and enjoyment of it. In determining the question, all the circumstances must be taken into consideration; and in places where great public works which develop the material wealth of the country persons must not stand upon extreme rights: (*Tipping* v. *St. Helen's Smelting Co.*, 13 W. R. 289.)

MARRIED WOMAN'S ACT — ORDER FOR PROTECTION.—An order of protection obtained by a married woman who has been deserted by her husband, does not protect property acquired by her by immoral practices: (*Mason* v. *Mitchell*, 13 W. R. 349.)

FARMING LEASE. — A condition in a farming lease that the tenant would perform each year for the landlord "one day's team work, with two horses and one proper person," does not compel him to supply a cart as well: (*Duke of Marlborough* v. *Osborn*, 12 W. R. 418.)

VENDOR AND PURCHASER — SALE OF GOODS — NON-DELIVERY WITHIN TIME SPECIFIED BY CONTRACT—DAMAGES WHERE GOODS NOT TO BE BOUGHT IN MARKET.—Where goods are not delivered at the time specified in a contract for delivery, and their place can be supplied in the market, the measure of damages is the difference between the contract price and the market price, when they ought to have been delivered. If their place cannot be supplied in the market, and the vendee have done all that a person with reasonable care and skill could do to diminish the loss, the measure of damages is the difference between the value of the goods, when they were delivered, and when they should have been delivered.

A. sold B. a certain quantity of caustic soda, to be delivered at certain specified times; and B. sold the same to C., to be delivered at the same times, and informed A. that he wanted it for a customer on the continent; C. sold the same to D., and informed B. of his having done so. None of the soda was delivered within the specified times, and a portion only was delivered afterwards, for carriage of which C. had to pay higher freight and insurance than he would have had if it had been delivered at the specified times; C. claimed from B. the extra freight and insurance, and also made a claim for loss on his sale to D. Such caustic soda could not be bought in the market. In an action by B. against A *Held*, that B. was entitled to recover his loss of profit on the re-sale to C., on the quantity not delivered; and, also, the extra freight and insurance paid, that being the direct consequence of the breach of contract; but that he could not recover the loss on the sub-sale from C. to D., that being too remote: (*Borries et al.* v. *Hutchinson et al.*, 13 W. R. 886.)

LANDLORD AND TENANT—COVENANT TO REPAIR —AFTER-ERECTED BUILDINGS.—A lease of "three tenements or dwelling-houses, and a field or plot of ground adjoining," contained a covenant "well and sufficiently to repair, sustain, and keep the said tenements or dwelling-houses, field, plot of ground, and premises, and every part thereof, as well in houses, buildings, walls, hedges, ditches, fields, and gates, as in all other needful and necessary reparations whatsoever, when and as often as occasion should require during the said term." *Held*, that the lessee was not bound by this covenant to repair buildings erected after the lease on portions of the field: (*Cornish et al.* v. *Cleife et al.*, 13 W. R. 389.)

UPPER CANADA REPORTS.

QUEEN'S BENCH.

(*Reported by* CHRIS. ROBINSON Esq., Q.C., *Reporter to the Court.*)

EDGAR v. NEWELL.

Slander—Evidence of character—Justification—New trial.

In an action for slander imputing theft, defendant having pleaded and endeavoured to support pleas of justification, *Held*, that evidence of the plaintiff's general bad character for honesty was properly rejected.

Semble, per *Hagarty J.* that it would have been inadmissible even without the justification; but that, if not guilty only be pleaded, defendant may shew, solely in mitigation of damages and to rebut the presumption of malice, that before speaking the words it was a common rumour in the neighbourhood that defendant had been guilty of the specific offence charged.

The evidence in support of one of the pleas of justification was very strong, sufficient to have warranted a conviction, if the plaintiff had been on his trial. The charge however was made three years after the alleged offence, for which there had been no prosecution, and defendant had no special interest in the matter. The jury having found for the plaintiff, and $150 damages, the court refused to interfere.

[Q. B., H. T., 1865.]

Slander, the words charged being "Edgar is a thief, and I can prove it." *Pleas*, 1. Not guilty. 2 and 3, Justification. The second plea alleged that the plaintiff before the said time when, &c., to wit on, &c., feloniously did steal, take, and carry away certain goods and chattels, to wit, one over-coat, two horse-blankets, and one bag containing empty bags, of one William Snider. The third plea charged the plaintiff with stealing a barrel of salt of one J. P. O'Higgins.

The case was tried at Stratford, before *Draper* C. J. The words were proved, and defendant gave very strong evidence to shew that the theft charged in the second plea had been committed by the plaintiff about three years previously. He attempted to make out the charge alleged in the third plea as well, but the proof offered was insufficient, and was not pressed before the jury. He also tendered evidence that the plaintiff's character for honesty and his general reputation