

human bones and portions of the soil from a churchyard to a field belonging to the defendant, the Court of Arches issued a monition, directing the defendant to re-plant, before a certain day, the bones and earth removed. The defendant failed to comply with the order, alleging that he was unable to do so, because said field was no longer in his occupation or possession. *Held*, that his conduct amounted to contempt of court.—*Adlam v. Colthurst*, Law Rep. 2 Adm. & Ecc. 30.

*Custom*.—One who employs a broker to sell shares for him on the stock exchange or other general market, impliedly authorizes him to deal according to the general and known usages of that market, though he himself be not aware of their existence. But the usage relied on must be proved to exist, and to be so general and notorious, that persons dealing in the market could easily ascertain it, and must be presumed to be aware of it; and, to bind persons not aware of it, it must also appear to be reasonable.—*Grissell v. Bristowe*, Law Rep. 3 C. P. 112.

*Damages*.—Where, on the sale of a chattel, the buyer intends it for a special purpose, but the seller supposes it is for another and more obvious purpose, though the buyer cannot recover, as damages for non-delivery according to the contract, the loss of profit which might have been made from the purpose for which he intended it, he can recover the loss of profit which might have been made from the purpose supposed by the seller, provided he has actually sustained damage to that or a greater amount.—*Cory v. Thames Iron Works Co.*, Law Rep. 3 Q. B. 181.

*Embezzlement*.—A statute provides that it shall be sufficient to allege the embezzlement to be of money, without specifying any particular coin or valuable security, and that such allegation shall be sustained if the offender shall be proved to have embezzled any amount; though the particular species of coin or valuable security of which such amount was composed shall not be proved. *Held*, that, under this statute, an allegation of the embezzlement of money

was not sustained by proof that a cheque only had been embezzled, if there was no evidence that the prisoner had cashed it.—*Reg. v. Keena*, Law Rep. 1 C. C. 113.

*Frauds, Statute of*.—On a purchase of flour, J. W., an agent of the defendant, made the following entry in a book belonging to N.: "Mr. N., 32 sacks at 39s., to wait orders. J. W." In an action by N. for non-delivery of the flour, this entry was proved, and it was proved by parol evidence that N. was a baker, and the defendant a flour merchant; and a correspondence subsequent to the purchase was put in, relating to the delivery of the flour by the defendant to N. *Held*, that the entry was a sufficient memorandum to satisfy the Statute of Frauds; for that the parol evidence of the relative trades of the parties was admissible, and, independently of the correspondence, showed that the defendant was the seller, and N. the buyer, of the flour. *Vandenburgh v. Spooner*, Law Rep. 1 Ex. 316, considered.—*Newell v. Radford*, Law Rep. 3 C. P. 52.

*Insurance*.—A policy of fire insurance provided that the insurers would not be liable for loss or damage by explosion, "except for such loss or damage as shall arise from explosion by gas." In the insured premises, which were used for the business of extracting oil, an inflammable and explosive vapor, evolved in the process, escaped and caught fire, setting fire to other things; it afterwards exploded, and caused a further fire, besides doing damage by the explosion. *Held*, (1) that "gas" in the policy meant ordinary illuminating gas; (2) that the exemption of liability for loss by explosion was not limited to cases where the fire was originated by the explosion, but included cases where the explosion occurred during a fire, and that the insurers were not liable either for the damage from the explosion, nor for that from the further fire caused by the explosion.—*Stanley v. Western Ins. Co.*, Law Rep. 3 Ex. 71.

*Malicious Wounding*.—A prisoner may be convicted under a statute punishing the malicious "wounding" of cattle, though