SHIP—CHARTER PARTY—SHIPOWNER, LIABILITY OF, NOTWITHSTANDING CHARTER PARTY—PRINCIPAL AND AGENT—MASTER OF SHIP.

Baumvoll v. *Gilchrest* (1891), 2 Q.B. 310, is an interesting case on the law of principal and agent. The defendant Furness was owner of a ship which he had chartered to his co-defendant, Gilchrest. By the charter party it was provided that the captain, officers (except the engineer), and crew, should be appointed and paid by the charterer, and they were in fact so appointed and paid. The charter party reserved to the owner sufficient space for ship's officers, crew, tackle, and stores; and it was also thereby provided that the captain should be under the orders of the charterer, and that the latter should indemnify the owner from all liability arising from the captain signing bills of lading. The plaintiffs, without having any notice of the existence of a charter party, shipped on board a quantity of cotton under bills of lading, some of which were signed by the captain and the rest by a firm of Ross, Keene & Co., who acted as the charterer's agents at the port of shipment; but in the bills of lading they stated themselves to be "agents," but did not state who their principals were. The cotton was lost at sea under circumstances not excepted by the bills of lading. The question which Charles, J., was called on to decide was whether the owner was liable for the loss, and he came to the conclusion that he was, on the ground that, although he did not actually authorize the captain or agents, yet he "allowed them to appear before the world" as his agents, and was therefore liable to the plaintiffs, who contracted with the apparent agents in a matter within the apparent scope of the agency.

DEFAMATION—SLANDER—PRIVILEGED COMMUNICATION.

Stuart v. *Bell* (1891), 2 Q.B. 341, was an action for slander. The plaintiff was the valet of the celebrated explorer, H. M. Stanley, and had accompanied his master on a visit to the defendant, who was a magistrate and mayor of the town of Newcastle. The chief constable of the town showed the defendant a letter he had received from the Edinburgh police, stating that the plaintiff was suspected of stealing a watch while at an Edinburgh hotel, and suggesting that cautious inquiry should be made, so as not to injure the plaintiff, to ascertain whether the plaintiff was in possession of the property. The defendant did not make any inquiry, but just before Mr. Stanley left Newcastle he informed him privately that there had been a theft in the hotel, and that suspicion had fallen on the plaintiff. A few days afterwards the plaintiff was dismissed from his employment on the ground that he had been suspected of dishonesty. The judge at the trial directed the jury that the communication was not privileged, and they assessed the damages at £250; but on appeal the majority of the Court of Appeal (Lindley and Kay, L.JJ.) were of opinion that the occasion was privileged, and that in the absence of proof of malice the defendant was not liable. Lopes, L.J., however, dissented, and agreed with Wills, J., who tried the case. The majority of the Court base their conclusion on the ground that the communication was made in discharge of a "moral and social duty," which Lindley, L.J., defines to be "a duty recognized by English people of ordinary intelligence