second, whether there had been a publication. The libel complained of was contained in a letter written on behalf of the defendants, a limited company, to a firm of which the plaintiffs were two of the partners. The writer of the letter did not know that there were any other partners in the firm. The letter was dictated by the managing director of the defendants to a clerk, who took it down in shorthand, and then wrote it in full by means of a type-writing machine. The letter thus written was copied by an office boy in a copying-press. When it reached its destination it was opened in the ordinary course of business by a clerk of the firm, and was read by two other clerks. The occasion of the letter being written was a dispute as to the rental of a hoarding, and the defendants in the letter in question stated, "The builders state distinctly that you had no right to this money whatever, consequently it has been obtained from us by false pretences." Day, J., at the trial, decided in favor of the plaintiff on both questions, but the Court of Appeal (Lord Esher, M.R., and Lopes and Kay, L.JJ.) overruled him on both points. They held that the matter, being clearly libellous, was published when it was communicated to the typewriter in the first place, and again on being so sent as to be opened by the plaintiff's clerks, and that neither of these occasions were privileged. As Lord Esher puts it, the necessities or the luxuries of business cannot alter the law, and if a man wants to write another a defamatory letter and keep a copy of it, he must do it himself.

CONTRACT—PRINCIPAL AND AGENT—CONTRACT TO EMPLOY FOR A CERTAIN TIME—IMPOSSIBILITY OF PERFORMANCE—IMPLIED CONDITION.

Turner v. *Goldsmith* (1891), 1 Q.B. 544, was an appeal from a decision of Grantham, J. The plaintiff had entered into an agreement with the defendant to act as his agent for the sale of shirts and other goods manufactured by the defendant, of which patterns should be furnished by the defendant to the plaintiff; the employment was to be for five years, and the plaintiff was to be remunerated by a commission on sales. During the five years the defendant's factory was burnt down, and the defendant in consequence ceased to furnish the plaintiff with samples. The plaintiff sued for breach of contract; the jury gave a verdict for the plaintiff of £125, but Grantham, J., holding that there had been no breach of the contract, dismissed the action. The Court of Appeal (Lindley, Lopes and Kay, L.JJ.), however, were of opinion that the destruction of the defendant's factory did not excuse his non-performance of his part of the agreement, and that the plaintiff was entitled to substantial damages; but considering the verdict excessive, the plaintiff, on being put to his election to take a new trial or consent to a reduction of the verdict, adopted the latter alternative, and the amount of the verdict was reduced to £50.

PROBATE—WILL—ATTESTATION—SIGNATURES OF WITNESSES ON THE MARGIN OF WILL.

In the goods of Streatley (1891), p. 172, Butt, J., following *Roberts* v. *Phillips*, 4 E. & B. 450, held that where witnesses had signed their names in the margin of a will opposite certain alterations, their attestation was sufficient on its being shown that they had so signed with the intention of attesting the testator's