

ago, in which it was held that a beneficiary who murders his testator cannot take under the will. 29 Central L. J. 461, 470. Though there may be some doubt as to the correctness of the conclusion of the New York court in the latter case, as will be seen by the dissenting opinion of Gray, J., therein, the same doubts do not seem to have arisen in the Maybrick case, in which is involved simply the construction of the terms of a contract of insurance.—*Central Law Journal*.

NEWSPAPER CRITICISM AND LIBELLOUS MATTER.—An action for libel against the proprietor of a newspaper for statements in connection with a club, the defendant pleading that the offending letter was a fair comment on the proceedings of the club, is notable for Mr. Justice Lawrance's plain remarks to newspaper editors. An editor might not set up in his paper a statement reflecting on another man and call it comment. If a prisoner were convicted of murder, the newspaper was at liberty to discuss the conduct of the judge and jury in the case with great latitude; but, if the prisoner were acquitted, the newspaper could not even attack his character by saying he ought to have been convicted. Editors often made a mistake by putting a statement in a paper and calling it comment. It was not comment. The newspaper editor, too, thought that he was justified in printing a statement and calling upon those upon whom it reflected to defend themselves. But no man was obliged to defend himself in the columns of a newspaper, and a newspaper had no more right than an individual to criticise any body unfairly. Merely nominal damages were given by the jury.—*Law Journal*.

CONTRACTS OF RAILWAY PASSENGERS.—A remarkable point was argued at the assizes in *Case v. The Lancashire and Yorkshire Railway Company*, where the plaintiff sought to recover damages for injuries sustained in a collision. It appeared that the plaintiff and some other young men arranged to go to Bolton as excursionists at a cheap rate to play a billiard match, but plaintiff being late no ticket was obtained for him, and he had to pay single fare to Bolton. When returning, he forgot he had no ticket, and got into the train notwithstanding. Almost immediately afterwards the plaintiff was injured by a Midland train running into the one wherein he was seated. His counsel argued that the real question at issue was whether the plaintiff was a passenger in the technical sense. In order to justify the contention that he was not a passenger, it must be alleged that the reason why he did not book was that he intended to defraud the company by travelling without paying his fare, whereas if the accident had not happened it would have been in the ordinary way when tickets were collected. Defendant's counsel submitted that the railway company had made no contract to carry the plaintiff, and, in the absence of a contract, the plaintiff, who was not there with their permission or invitation, must be regarded as a mere trespasser, to whom they did not owe any duty. Counsel referred to a case in the Exchequer Chamber in Ireland of *M'Carthy v. The Dublin, Wicklow*