

Bray, J., who tried the action, refused to leave it to the jury to say whether or not the plaintiff had made proper inquiries, and held that, in the absence of any evidence that the facts had not been fairly laid before the Attorney-General, his fiat was conclusive as to there having been reasonable and probable cause; and the Court of Appeal (Cozens-Hardy, M.R., and Pickford and Warrington, L.JJ.) upheld his decision on both points.

CONTRACT—ILLEGALITY—NEWSPAPER PROFESSING TO GIVE PUBLIC HONEST ADVICE—BRIBE TO NEWSPAPER TO SUPPRESS COMMENT—RESTRAINT OF TRADE—PUBLIC POLICY.

*Neville v. Dominion of Canada News Co.* (1915) 3 K.B. 556. In this case the plaintiff was the director of a land company in Canada. The defendants were the proprietors of a weekly newspaper, which professed to give honest advice to persons intending to buy land in Canada. The defendants owed the plaintiff £1,490, and the plaintiff agreed to accept £750 in satisfaction, provided the defendants refrained from publishing in any publication published by them any comment upon the plaintiff's land company, its directors, business or land, or upon any company with which the defendants had notice the plaintiff's company was connected or concerned. The defendants paid £550, and thereafter, as alleged, violated the agreement above-mentioned, and this action was brought to recover the balance of the £1,490. Atkin, J., who tried the action, without invoking the doctrine of restraint of trade, held that the contract was illegal as being against public policy, inasmuch as it would preclude the newspaper from commenting on fraudulent schemes with which the plaintiff or his company might be connected. On an appeal by the plaintiff, the Court of Appeal (Cozens-Hardy, M.R., and Pickford and Warrington, L.JJ.) affirmed the decision, both on the ground taken by Atkin, J., and also because the contract was void as being in restraint of trade.