

NEVILL v. FINE ARTS AND GENERAL INSURANCE COMPANY (LIMITED.)

[W. N. 171; 102 L. T. 131; 31 L. J. 676.]

Libel—Privileged communication.

The agent of an insurance company resigned, and the secretary then sent out a circular to customers who had insured through that agent saying, "the west end office of this company has been opened at A street under B., and the agency of N. at C. street has been closed by the directors." N. sued for libel.

Held that the circular was not a libel, for the ordinary and natural meaning of the words in it did not impute anything discreditable to N.; and that, assuming the circular to be defamatory, it was a privileged communication, and would not be actionable without actual malice. (House of Lords, affirming, 72 L. T. Rep. 525.)

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OGSTON v. ABERDEEN TRAMWAYS COMPANY.

[W. N. 175; 102 L. T. 154.]

Tramlines—Injunction.

A tramway company, which had statutory powers to run a tram line in certain streets, was in the habit of removing snow from the tramlines to the sides of the streets by snow ploughs and of then putting salt on the lines. The local authority approved this method of dealing with snow.

Held, that a person dwelling in the town who suffered inconvenience from the heaping up of the snow at the side of the streets was entitled to an injunction. (House of Lords.)

Re McMURDO.—PENFIELD v. McMURDO.

[W. N. 171; 31 L. J. 678; 41 S. J. 114.]

Solicitor—Interest on costs.

By Rule 7 of the Order under the Solicitors' Remuneration Act, 1881, a solicitor can charge interest on his disbursements and costs from the end of one month after the ordinary delivery of his bill of costs to the client. (North, J.)

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PATTLE v. HORNEROOK.

[102 L. T. 133; 31 L. J. 691.]

Written agreement—Parol evidence of condition precedent.

Parol evidence can always be given to show that a signed document, which appears to be a concluded contract, is not so in fact, by reason of a condition precedent which has never been complied with. (See *Pym v. Campbell* in Anson's Contracts, 8th edition, at 260, 261.)

H. employed a house-agent to find a tenant for his house. The agent wrote H. that there was a bona fide offer. H. arranged that the offeror should call on his solicitor. P. did so call, and was told he must satisfy H. as to his responsibility, and signed an agreement. The solicitor sent the agreement on to H., who also signed it. Then H. and P.'s brother met, and H. stipulated that A. and B. should become guarantors for the rent, and handed the agreement to his solicitor with instructions not to complete until A. and B. signed as security. A. and B. did not sign. P. sued for specific performance. Action dismissed. (Stirling, J.)