

given before the magistrate which had been translated. The Court of Criminal Appeal (Lord Reading, C.J., and Scrutton and Low, J.J.) refused the application and in doing so lay down the rule which should be observed in such circumstances, viz., that where the accused is undefended, and is a foreigner ignorant of English, the evidence at the trial must be translated to him and that compliance with this rule cannot be waived by the accused. If, on the other hand, the accused is represented by counsel, the evidence ought also be translated unless the accused or his counsel express a wish to dispense with it, and even then the Judge should not permit the omission, unless he is satisfied that the accused substantially understands the nature of the evidence to be given against him. In this case the Court was satisfied that no substantial miscarriage of justice had taken place.

SLANDER—WORDS IMPUTING MORAL MISCONDUCT—WORDS NOT
SPOKEN IN RELATION TO CALLING—HEAD TEACHER OF SCHOOL
—SPECIAL DAMAGE NOT ALLEGED OR PROVED.

Jones v. Jones (1916) 1 K.B. 351. This was an action of slander. The words complained of imputed to the plaintiff moral misconduct, but they were not spoken of him in relation to his calling, which was that of head teacher in a school, and no special damage was alleged or proved. The Jury found that they were spoken of plaintiff in the way of his calling, and in such a way as to imperil his retention of his position and that they imputed that he was unfit for his office, and assessed the damages at £10, for which Lush, J., gave judgment in favour of the plaintiff. The Court of Appeal (Eady, Warrington, L.J.J., and Bray, J.) held that the words were not actionable *per se*, and that as special damage was neither alleged nor proved, the action must be dismissed, notwithstanding the findings of the jury for which the Court held as to part there was no evidence as to the others that they were irrelevant.

CHARTER PARTY—"COMMANDEER"—CANCELLATION OF CHARTER
PARTY IN CASE OF VESSEL BEING COMMANDEERED.

Capel v. Souldi (1916) 1 K.B. 439. This was an action by the plaintiff for a declaration that a charter party made by the defendants was in force and binding on him, and to restrain the defendants from dealing with the vessel otherwise than according to the terms of the charter party. The charter party contained a clause that in the event of the vessel being commandeered the charter party should be cancelled. The vessel was a Greek