per incuriam. *McDougall* v. *Claridge*, 1 Camp. 267, and *Fairman* v. *Ives*, 5 B. & A. 642, which also supported the defendants' view, are supposed to be "not quite accurate, and that qualifying words must have been omitted"; and *Thompson* v. *Dashwood*, 11 Q.B.D. 43, a decision in his favour, is declared to have been wrongly decided. At the same time it is satisfactory to learn that the law was correctly expounded by Parke, B., in *Toogood* v. *Spyring*, 1 C. M. & R. 181, and by Campbell, C.J., in *Harrison* v. *Bush*, 5 E. & B. 344. We suppose the law may now be taken to be settled that, in order to constitute a privileged occasion, the person making the communication must have a duty or interest in making it, and the person to whom it is made must have a corresponding duty or interest in receiving such communication, and that whether such duty or interest exists is a question of fact, and, if the fact does not exist, it is immaterial that the person publishing the libel *bona fide* believed that it did. This case is also reported 9 R., July, 204.

INFANT—CONTRACT—AGREEMENT BETWEEN RAILWAY AND INFANT THAT RAILWAY SHALL NOT BE LIABLE FOR NEGLIGENCE.

Flower v. *London & Northwestern Railway Co.*, (1894) 2 Q.B. 65, was an action brought by an infant against the defendants to recover damages for personal injuries sustained by the plaintiff through the negligence of the defendants' servants. The plaintiff was a boy of about fourteen years of age, and was employed at a colliery, and agreed with the defendant company that, in consideration of their permitting him to travel on their railway to and fro between his house and the colliery, under a certain special arrangement between the colliery proprietor and the defendant company, neither he nor his executors or administrators or relatives should have any claim against the company for any accident, injury, or loss occasioned to him by the negligence of the defendants' servants; and, further, that he, his executors and administrators, would indemnify the company from and against all loss, etc., by reason of any legal proceedings instituted by him or them against the company or any of their servants. The defendants set up this agreement in bar of the action, but the Court of Appeal (Lord Esher, M.R and Smith and Davey, L.JJ.) were of opinion that the agreement was not for the benefit of the plaintiff, and was unfair and not binding upon