MATHEW, J., held the consignees liable for the delay.

Their LORDSHIPS (Lindley, L. J., Fry, L. J., Lopes, L. J.) held that the power given to the master to land the cargo was an alternative remedy of the shipowner which he was not bound to exercise, that the conditions in which it might be exercised did not arise, and that the appellants were therefore not relieved from liability by the clauses conferring the power. But they held that the obligation cast upon the appellants by the bill of lading was to unload within what was a reasonable time in the actual circumstances, and that they were not liable for the delay occasioned by the strike.

Appeal allowed.

QUEEN'S BENCH DIVISION.

LONDON, July 27, 1891.

DEVEREUX v. CLARKE.

Libel—Passage in Review of a Book—Plea of Justification — Particulars distinguishing Matters of Fact and of Criticism.

This was an appeal by the plaintiff from the refusal of the judge at chambers to order the defendants to furnish particulars. The action was one by an author against the publishers of a review of his book for libel. The passage complained of was, 'Not to put too fine a point upon it, the author, by his own confession, is a most barefaced liar.' The defendants pleaded that the alleged libel was true in substance and in fact, and, so far as it was not so, it was published *bonâ fide* in reviewing a book which the plaintiff had sent for review. The plaintiff applied for an order that the defendants should deliver particulars of their justification, and distinguish between matters of fact and matters of criticism, and to point out or give references to passages which they intended to say amounted to a confession by the plaintiff that he was a 'most barefaced liar.'

The COURT (DENMAN, J., and COLLINS, J.) held that the order must be made. The defendants knew the passages they relied on. The language they used was strong, and it was fair and reasonable that they should point out and refer to the particular passages the reviewer relied upon in support of his determination. Appeal allowed.

RECENT UNITED STATES DECISIONS.

Attorney and client—Settlement of case.—The plaintiff recovered a judgment of $6,000 for the negligent killing of her husband, and while an appeal was pending in this court, she applied to defendant for a settlement of the action, and the latter agreed to pay her $4,500. Of this $1000 was to be in cash, and $3,500 to be deposited in a safe deposit company, to be drawn by her after she procured a release from her attorneys of all claims. Immediate notice was given her attorneys, who several months after made claim for $3,000. Plaintiff offered to pay them all advances and disbursements and $1,500, which they refused, and made this motion on affidavits imputing fraud and misrepresentation by defendants, service of notice of their attorneys' lien, a stipulation by plaintiff to give them one-third of the recovery above costs, etc. No offer was made by plaintiff to return the $1,000, which had been received and spent by her. Defendant offered to rescind the agreement if plaintiff would repay the $1,000, and restore defendant to the position it occupied before the settlement. *Held*, that the offer embraced all the relief to which plaintiff was then entitled, and upon her neglect to accept it her motion should have been denied. (2) The existence of a lien in favor of the attorneys does not confer a right on them to stand in the way of a settlement of an action which is desired by the parties, and which does not prejudice any right of the attorneys. (3) The client still remains the lawful owner of the cause of action, and is not bound to continue the litigation for the benefit of his attorneys when he judges it prudent to stop, provided he is willing and able to satisfy his attorney's just claims. *Pulver* v. *Harris*, 52 N. Y. 73; *Coughlin* v. *Railroad Co.*, 71 *id.* 448. (4) The attorneys being informed of the terms of the agreement in August, raised no objection to it until four months afterwards. *Held*, that their *laches*, in making an attempt to rescind it, furnished a sufficient reason why the motion should be denied.—*Lee* v. *Vacuum Oil Co.*, New York Court of Appeals, June 2, 1891