

Wills and Channell, J.J.) reversed his decision, being of the opinion that the plaintiff was entitled to assume that the defendants' agent had a knowledge of insurance law, and, therefore, the parties were not in *pari delicto*, and the premiums were consequently recoverable.

LIBEL—"FAIR COMMENT"—LITERARY WORK—CRITICISM—WITHDRAWAL OF CASE FROM JURY.

In *McQuire v. Western Morning News* (1903) 2 K.B. 100, the Court of Appeal (Collins, M.R., and Stirling and Mathew, L.JJ.) have reached a decision similar to that arrived at by the Court in *Macdonald v. The Mail*, 2 O.L.R. 278. The action was for libel. The alleged libel being contained in a criticism of a musical play written by the plaintiff. The case was tried by Ridley, J., who left it to the jury to say whether the criticism complained of was or was not a libel, and they found that it was, and assessed the damages at £100. This the Court of Appeal held to be wrong, because it was the duty of the judge to determine whether or not the criticism complained of was susceptible of a libellous interpretation, and, if in his judgment the criticism did not exceed "fair comment," there was nothing to leave to the jury. In their view of the case the verdict was against the weight of evidence. The Master of the Rolls discusses at some length what is meant by "fair comment," and it appearing that the criticism in question had not, on any reasonable view, exceeded "fair comment" the action was dismissed.

CONFLICT OF LAWS—AGREEMENT TO STIFLE FOREIGN PROSECUTION—AGREEMENT VALID WHERE MADE, BUT INVALID ACCORDING TO ENGLISH LAW.

Kaufman v. Gerson (1903) 2 K.B. 114, was an action brought to enforce a contract made in France in consideration of the plaintiff abstaining from prosecuting the defendant's husband for fraudulent misappropriation of moneys. According to the evidence, such a contract was valid in France. It was, however, contended that being one that if made in England would be invalid, it could not be enforced in England and *Hope v. Hope*, 8 D. M. & G. 731, was relied on by the defendant. Wright, J., however, held that as the contract was valid in France it might be enforced in England, unless the contract be contrary to morality or positive law.