

and wrote and sent a letter to Mann & Cook containing the libel in question. The letter was opened in the ordinary course of business by one clerk, and by him handed to another, who handed it to one of the firm. The defendants pleaded privilege. At the trial the jury found the letter was a libel and that there was no malice, and assessed the damages at £50. On these findings Darling, J., gave judgment for the plaintiff, but the Court of Appeal (Eady, M.R., and Scrutton, and Duke, L.JJ.) held that the letter was concerning a matter in which the parties had a common interest and that the occasion was privileged, and that the privilege was not lost by the publication to the clerks of Mann & Cook. The Court thereupon dismissed the action.

DEFAMATION—LIBEL—PUBLICATION OF LIBEL BY PRINCIPAL TO HIS AGENT—DOCUMENT CONTAINING LIBEL MISLAID BY AGENT—DISCOVERY OF LIBEL BY PERSONS LIBELLED—CONSEQUENT RECOVERY OF DAMAGES AGAINST PRINCIPAL—LIABILITY OF AGENT TO PRINCIPAL—PRINCIPAL AND AGENT.

*Weld-Blundell v. Stephens* (1918) 2 K.B. 742. This was an action by principal against his agent to recover damages for alleged neglect of duty in the following circumstances: The plaintiff wrote a letter to the defendant, as his agent, which contained a libel on three persons. The agent handed the letter to his partner and asked him to carry out the instructions contained in it. The defendant's partner left the letter on the table of one of the persons libelled, whereby he and the other two persons became aware of the libel and then brought an action against the plaintiff and recovered damages against him for such libel. The plaintiff claimed to recover against the defendant the damages he had been thus compelled to pay, alleging that the defendant had committed a breach of his duty in thus allowing the letter to come to the knowledge of the parties libelled. The action was tried with a jury who found that it was the duty of the defendant to keep the letter secret, and that he had neglected the duty, and that the actions brought against the plaintiff were so brought in consequence of the defendant's negligence. Notwithstanding these findings, Darling, J., held that the contract between the plaintiff and defendant did not contain any implied term such as alleged by the plaintiff, and that no breach of contract or dereliction of duty had been committed by the defendant, and whether or not this was so, the plaintiff could not recover against the defendant because he had had to make reparation for a wrong committed by himself. The jury seem to have taken the commonsense point of