

before the public as the author in publishing a book. As Lord Cockburn says in *Strauss v. Francis*, 4 F. & F. 1114, "a man who publishes a book challenges criticism." The critic is strictly accountable for any damaging misstatement of fact; but here there is no such misstatement. If there were nothing in the book which might lead a reasonable man in the critic's position to take the same view, it might be held that this was not fair criticism. But the force of gravity is well enough established for the Courts to take judicial cognizance of it; and they are hardly likely to hold that this statement, if made merely as a deduction from the author's treatment of his subject, was so unfounded as to be a libel, rather than a fair though strong criticism.—*Harvard Law Review*.

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#### **MARINE INSURANCE—NOTICE OF ABANDONMENT.**

For many years it has been considered a settled principle of the law of marine insurance that when the assured has given notice of abandonment to the underwriter he is entitled to recover for a total loss, provided that the facts of the case justified the abandonment and there was no restitution of the property insured before his action was brought. In *Ruys v. The Royal Exchange Assurance Corporation*, however, the defendants contended that if at any time before judgment the property was restored to the assured, his right of action was gone, though when the writ was issued all the elements of a constructive total loss existed. Fortunately, Mr. Justice Collins refused to disregard a rule on which the mercantile community has invariably acted. The reason for the rule is clearly explained in "Arnould on Insurance" (p. 14). The law must confine its regard to some fixed instant of time at which the facts may be ascertained for the purpose of judgment. If before the issue of a writ there be restitution of his property, the assured ceases to be in a condition requiring to be indemnified against a total loss. On the other hand, it would be a hardship on the assured if a claim fully justified by the facts existing when his writ was issued could be defeated by a subsequent change of circumstances. Unreasonable refusals on the part of underwriters to accept notices of abandonment and delay in the settlement of claims might inevitably follow.—*Law Journal (London)*.