if degrees of negligence are not recognized, an instruction that the company is bound to use the highest degree of care in the maintenance and construction of its wires is not a prejudicial error. It was also decided in the same case, that the fact that a complaint for injury caused by coming in contact with a wire belonging to an electric light company contains allegations assuming that the defendant company is an absolute insurer of the public against injury by its wires will not render it bad on that ground, when it also alleges that the location and defective condition of the wire in question was due to negligence of the defendant in the building of its line and keeping it in repair.

RECENT ENGLISH CASES.

NEVILL v. Fine Arts and General Insurance Co., C.A. 14, R., Oct., 169.—Libel — Privileged Occasion — Actual Malice—Words in Excess of Occasion—Action against Corporation. In an action for libel, if the libel is published on a privileged occasion, and there is no evidence of malice, the defendant is entitled to judgment. Per Curiam: When the Judge has ruled that the libel was published on a privileged occasion, there can be no liability for such publication unless the jury expressly find that it was published maliciously. A finding by the jury that the statement exceeded the privileged occasion is not equivalent to a finding of actual malice and is immaterial.

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SOUTHERN Counties Deposit Bank (Limited) v. Boaler, 15 R, Oct., 287. Case Stated—Company Appellant—Recognizance—Practice — Summary Jurisdiction Act, 1857, 20 & 21 Vict., c. 43, s. 3. Where a limited company appeals against a decision of Justices the recognizance required by section 3 of 20 & 21 Vict., c. 43, before a case is stated, may be entered into by a director or member of the company. (Lord Russell of Killowen, C. J., Pollock, B., and Wright, J.)

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SARSON v. Roberts, C. A., 14 R., Oct., 198. Furnished Lodgings—Implied Condition of Fittings for Occupation—Extent of Condition—Duty of Landlord. In a contract for the letting of a furnished house or rooms there is no implied condition that the house shall continue fit for habitation during the term. There is no duty in the case of a man who has let part of his house as furnished lodgings to give information to the lodgers upon a member of his family living in the house becoming ill with an infectious disease. Wilson v. Finch-Hatton, explained.

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PALMER v Bramley. C. A., 14 R., Oct., 225. Bill of Exchange given by Tenant for Rent due—Evidence of Agreement to suspend Right of Distress. The mere fact that a bill of exchange is given by a tenant to his landlord in respect of rent due is some evidence of agreement by the landlord to suspend his right of distress until the bill should have matured.

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IN *re* J. H. Jones, 13 R, Oct., 109. Costs—Taxation — Agreement between Solicitor and Client—Jurisdiction to set aside Criminal Proceedings — Quarter Sessions—Attorneys and Solicitors Acts, 1843, 6 & 7 Vict., c. 63, and 1870, 33 & 34 Vict., c. 28, s-s. 4, 8, 10, 15. The words "Court or a Judge" in the Attorneys and Solicitors Act, 1870, do not apply to Courts of Quarter Sessions