

HOUSE OF LORDS.

LONDON, 8 December, 1896.

NEVILL v. FINE ARTS AND GENERAL INSURANCE CO. (31 L.J.)

Libel—Defamation—Privilege—Statement in excess of privilege.

The Court of Appeal having decided that where in an action for libel the judge rules that the occasion was privileged the plaintiff cannot succeed in the action unless the jury find that the defendant was actuated by express malice, a finding by the jury that the defamatory statement complained of was in excess of the privilege is not enough.

Their Lordships (Lord Halsbury, L.C., Lord Macnaghten, Lord Shand, and Lord Davey) on these grounds, and also on the ground that in fact there was no libel, affirmed the decision of the Court of Appeal (64 Law J. Rep. Q. B. 681; L. R. (1895) 2 Q. B. 156), and dismissed the appeal with costs.

Counsel for respondent were not called upon.

COURT OF APPEAL.

LONDON, 19 March, 1897.

DODD v. CHURTON (32 L.J.)

Building contract—Delay in executing contract—Extras ordered by owner—Penalty.

Appeal from the judgment of a Divisional Court (Wills, J. and Wright, J.) affirming the judgment of a County Court judge.

The action was brought by the plaintiff, a builder, to recover a balance due under a building contract. The defendant, the building owner, made a counterclaim for 50*l.* by way of liquidated damages, for delay in completing the contract.

The contract was a contract for making certain specified additions and alterations to a house for a lump sum, and provided that the whole of the works were to be completed by June 1, 1892, under a penalty of 2*l.* per week for every week that any part of the works should remain unfinished after that date as liquidated damages. It was further provided that any authority given by the architects for any alteration or addition in or to the works should not 'vitiating the contract.'

Extra work to the amount of 22*l.* 8*s.* 8*d.* was ordered.