

of the opinion that the case was governed by English law, and that according to that law there was no implied guaranty by the plaintiffs of the genuineness of the bill of lading, and therefore that they were entitled to the declaration asked and to a dismissal of the counterclaim. Their Lordships also discussed the question from the standpoint of American law, and do not think that the decision of the American Courts on which Bailhache, J., relied, really support his conclusion as to their effect.

PRACTICE—STRIKING OUT PLEADINGS—ACTION AGAINST SERVANT OF CROWN—CONTRACT BY SERVANT OF CROWN ON BEHALF OF CROWN—DECLARATORY JUDGMENT—ACTION OR PETITION OF RIGHT.

*Hosier v. Derby* (1918) 2 K.B. 671. This was an action against a servant of the Crown to obtain a declaratory judgment to the effect that the plaintiffs were entitled to compensation as against the Crown for the acts of the defendant in breach of a contract made by him on behalf of the Crown. The defendant moved to strike out the statement of claim on the ground that the action was not maintainable. The Master, to whom the application was made, granted the order asked, but Coleridge, J., on appeal, set it aside—and this was an appeal from Coleridge, J. The Court of Appeal (Eady, M.R., and Scrutton and Duke, L.JJ.) allowed the appeal. The plaintiffs relied on *Dyson v. Attorney-General* (1912) 1 Ch. 158, but Eady, M.R., who delivered the judgment of the Court, said: "I am of opinion that an action can no more be brought against a servant of the Crown for a declaration as to what a contract means than it can be brought for a substantive remedy on the contract." For the defendant it was argued that the plaintiffs' remedy, if any, was by petition of right, and though the Court of Appeal expresses no opinion on that point, it seems probable that that argument is correct.

DEFAMATION—LIBEL—PRIVILEGE—MATTER OF COMMON INTEREST—ABSENCE OF MALICE—LETTER TO FIRM—PUBLICATION TO CLERKS—LOSS OF PRIVILEGE.

*Roff v. British & American Chemical Co.* (1918) 2 K.B. 677. This was an action for a libel which was written and sent in the following circumstances: The defendants had a dispute with a firm named Mann & Cook, which, it was proposed, should be referred to arbitration. Mann & Cook proposed the plaintiff as their arbitrator. The defendants objected to the appointment,