

MARINE INSURANCE—RUNNING DOWN CLAUSE—DAMAGE IN CONSEQUENCE OF COLLISION.

France Fenwick & Co. v. Merchants Marine Insee. Co. (1915) 3 K.B. 290. The Court of Appeal (Lord Reading, C.J., Eady, L.J., and Bray, J.) have affirmed the decision of Bailhache, J. (1914) 3 K.B. 827 (noted ante p. 33), but on somewhat different grounds to those relied on by that learned Judge.

PRACTICE—LIBEL—JUSTIFICATION—CHARACTER AND REPUTATION—PARTICULARS OF JUSTIFICATION—ACTS OCCURRING AFTER DATE OF PUBLICATION.

Maisel v. Financial Times (1915) 3 K.B. 336. This was an action for libel, charging that the plaintiff, a managing director of a company, was of bad reputation, and was likely to have misappropriated the funds of the company. The defendants pleaded justification, and, being ordered to deliver particulars of their defence, set out facts which supported and justified the words of the alleged libel which had taken place after the publication of the alleged libel. The Master, on motion in Chambers, had struck out so much of the particulars as related to events subsequent to the libel, but Ridley, J., reversed the order, and the Court of Appeal (Cozens-Hardy, M.R., and Pickford and Warrington, L.JJ.) affirmed the order of Ridley, J. As Pickford, L.J., puts it: To the question whether, where there is a plea of justification, it is possible to give, in support of the plea, particulars alleging facts which occurred after the libel, it is impossible to answer yes or no, because it depends on the nature of the libel, and also on the nature of the acts relied on. Here the libel was published in the middle of January and the acts relied on were done about the middle of the following February, and continued, as alleged, systematically until the following May, on all which occasions, as was alleged, the plaintiff, having the opportunity, had acted fraudulently. Such particulars were considered therefore admissible.

SHIP—CHARTER PARTY—SALE OF SHIP, AND RIGHT UNDER CHARTER PARTY—REFUSAL OF CHARTERER TO LOAD SHIP.

Fratelli Sorrentino v. Buerger (1915) 3 K.B. 367. The Court of Appeal (Eady, Phillimore, and Bankes, L.JJ.), have affirmed the judgment of Atkin, J. (1915) 1 K.B. 307, noted ante p. 242. The case is not any authority that as a general rule a ship which is the subject of a charter party can be sold so as to transfer to the purchaser the vendor's duty of performing the charter