

lodging. Wills, J., held that the lien did attach ; the guest was a commercial traveller, and the fact that the goods were sent to him and not taken by him to the inn was held not material.

MASTER AND SERVANT—SERVANT'S AUTHORITY TO BIND MASTER—SUDDEN EMERGENCY—IMPLIED AUTHORITY OF SERVANT—AGENT OF NECESSITY.

In *Gwilliam v. Twist*, (1895) 2 Q.B. 84 ; 14 R. July, 217, the Court of Appeal (Lord Esher, M.R., and Smith and Rigby, L.JJ.) have been unable to agree with the decision of Lawrance and Wright, JJ., (1895) 1 Q.B. 557 (noted *ante* p. 263), on the ground that the defendants might have been communicated with, and, therefore, there was no necessity for their servants to employ another person to drive their omnibus home, and, therefore, that the defendants were not liable for the negligence of the person so employed. The foundation of the doctrine that a servant becomes an agent of necessity for his master is that he is unable to communicate with his master ; when he is able to do so the agency of necessity does not arise.

PRACTICE—DISCOVERY—LIBEL—PARTICULARS OF DEFENCE OF JUSTIFICATION—INSPECTION OF DOCUMENTS—MITIGATION OF DAMAGES.

*Yorkshire Provident Life Assurance Company v. Gilbert*, (1895) 2 Q.B. 148 ; 14 R. July, 161, was an appeal on a point of practice from an order of Day, J. The action was for libel, the alleged libel being a statement that the plaintiffs habitually refused to pay claims on policies issued by them. The defendants pleaded justification, and delivered particulars of thirty cases in which the plaintiffs had refused to pay claims. They also, without leave, delivered further particulars of alleged misconduct by the plaintiffs in mitigation of damages. The defendants then obtained an order for discovery of documents, and claimed thereunder to be entitled to a general inspection of the plaintiffs' register of policies and register of claims. The plaintiffs refused to permit an inspection, except as to the entries relating to the claims mentioned in the defendants' particulars. Day, J., ruled that the defendants were entitled to a general inspection, but the Court of Appeal (Lindley and Smith, L.JJ.) upheld the plaintiffs' contention, being of opinion that upon the delivery of particulars the issues to be tried under the plea of justification are limited to the matters referred to in the particulars, and that the