inspection by the public, for the purpose of giving to the subscribers information, which the agency bona fide believed to be true, is privileged, and an action for libel in respect of such publication will not lie, although the extract purported to shew that the plaintiff had given a chattel mortgage when it should have shewn only a lien note given on the purchase of chattels. *Fleming* v. *Newton*, 1 H.L.C. 363; *Searles* v. *Scarlett* (1892), 2 Q.B. 56, and *Annaly* v. *Trade Auxiliary Co.*, 26 L.R.Ir. 11, 394, followed. *Williams* v. *Smith*, 22 Q.B.D. 134, and *McIntosh* v. *Dun* (1908), A.C. 390, distinguished.

2. If what is published is not a true extract from the public record, even although it is furnished by the government official in charge, it is not privileged: *Reis* v. *Perry*, 64 L.J.Q.B. 566.

Hugg, for plaintiff. *Coyne*, for defendant.

Metcalfe, J.] [August 10.

WINNIPEG SATURDAY POST *v.* COUZENS.

Injunction—Breach of contract to accept and exclusively use plaintiff's goods.

A contract entered into by the proprietor of a country newspaper to accept and use exclusively every week the "ready prints" furnished by a publisher may be enforced by an injunction restraining the defendant during the period covered by it from using or publishing any ready prints except those published by the plaintiff, who should not be limited to the recovery of damages for the breach of the contract. *Metropolitan Electric Co.* v. *Ginder* (1901), 2 Ch. 799, followed; *Whitewood Chemical Co.* v. *Hardman* (1891), 2 Ch. distinguished.

Whitla and *Chandler*, for plaintiffs. *Durie* and *A. C. Ferguson*, for defendant.

Metcalfe, J.] McNERNY *v.* FORRESTER. [August 23.

Negligence—Fall of wall of damaged building—Liability of owner for damages caused by—Burden of proof.

Held, 1. The owner of a high building which has been so damaged by fire, that the walls are in danger of falling, is not liable in all cases for the consequences of such falling, but is bound to take within a reasonable time very considerable pre-