LIBEL—DEFAMATION—PUBLICATION OF FALSEHOODS—WORDS NOT ACTIONABLE PER SE—SPECIAL DAMAGE, PROOF OF—EVIDENCE.

Ratcliffe v. *Evans* (1892), 2 Q.B. 524, was an action for libel of the plaintiffs' business. The words in question were to the effect that the plaintiffs had ceased to carry on business, and that their firm no longer existed. The words were not actionable *per se*, but it was charged that they were published maliciously. At the trial the plaintiffs proved a general loss of business since the publication of the injurious statement, but they gave no specific evidence of the loss of any particular customer or order by reason of the publication. The jury found the statement was not libellous, but that it was an injurious statement published *malâ fide*, and they gave a verdict for plaintiffs for £120. A motion was made to set it aside and to enter judgment for the defendant, and the Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) dismissed the application. Two extracts from the judgment of the court, delivered by Lord Esher, will serve to show the *rationale* of the decision: "In all actions on the case where the damage actually done is the gist of the action, the character of the acts themselves which produce the damage, and the circumstances under which the acts are done, must regulate the degree of certainty and particularity with which the damage done ought to be stated and proved. As much certainty and particularity must be insisted on, both in pleading and proof of damage, as is reasonable, having regard to the circumstances and to the nature of the acts themselves by which the damage is done." Referring to *Hargrave* v. *Le Breton*, 4 Burr. 2422, he says: "This case shows, what sound judgment itself dictates, that in an action for falsehood producing damage to a man's trade, which in its very nature is intended or reasonably likely to produce a general loss of business, as distinct from the loss of this or that known customer, evidence of such general decline of business is admissible."

INSURANCE—PRINCIPAL AND AGENT—KNOWLEDGE OF AGENT IMPUTED TO PRINCIPAL—MISSTATEMENT IN PROPOSAL FOR INSURANCE.

Bawden v. *The London, Edinburgh, and Glasgow Assurance Co.* (1892), 2 Q.B. 534, was an action on an accident policy, to which the defendants pleaded as a defence that the plaintiff had made a misstatement of fact in his proposal for insurance. It appeared that the plaintiff was an illiterate man, and at the time he applied for insurance he was blind of one eye, which was known to the defendants' agent. In the proposal which the plaintiff signed it was stated, "I have no physical infirmity, nor are there any circumstances that render me peculiarly liable to accidents." By the terms of the policy the defendants bound themselves to pay £500 on permanent total disablement, and "the complete and irrecoverable loss of the sight to both eyes" was declared to be a permanent total disablement within the policy. After the issue of the policy the plaintiff met with an accident which resulted in the complete loss of his other eye, so that he became permanently blind. The jury at the trial having found a verdict of £500 for the plaintiff, the defendants moved for a new trial, but the Court of Appeal (Lord Esher, M.R., and Lindley and Kay, L.JJ.) were of opinion that