valid and enforceable agreement to let the property to the vendor free for the rest of her life subject to her right to determine it upon vacating the premises. The letters were also a sufficient memorandum for the purposes of s. 2 Contracts Enforcement Act 1956. After the buyer died the administratrix of his estate claimed possession of the premises but the principle in *Walsh* v. *Lonsdale* was reaffirmed: that is that where there is an "agreement to lease" the court will specifically enforce it according to its terms and the tenant holds the same terms as if a lease had in fact been granted.

A second decision of interest is *Paparua County* v. *District Land Registrar* [1968] N.Z.L.R. 1017. This case illustrated Regulation 16 of the Land Transfer Regulations 1966. This regulation requires the District Land Registrar to refuse to accept an instrument tendered for registration which is contrary to a law already in force. In this case the instrument presented for registration contravened s. 50A of the Town and Country Planning Act 1953, and the Registrar was held entitled to refuse to register it.

R. M. Carrig.

TORTS

Defamation

In *Eyre* v. *N.Z. Press Association* [1968] N.Z.L.R. 736 McGregor J. held that a plea of qualified privilege will not stand if the communication is an incorrect report of what was said, for there is no duty to communicate a factually incorrect report. It was further held that the publication of a defamatory statement by a newspaper and the communication by a press agency to its associates of the same statement are separate acts and do not make the two parties liable as joint tortfeasors. Accordingly the release of the former from liability for the defamatory statements does not release the latter from similar liability.

In *Cohen* v. *Daily Telegraph Ltd.* [1968] 1 W.L.R. 916 it was held that facts relied on to support a plea for fair comment must be facts existing at the time of the comment and that future facts are evidential only and may not, under the rules of pleading, be pleaded. Lord Denning M.R. at 919 stated:

> In order to make good a plea of fair comment it must be a comment on facts existing at the time. No man can comment on facts which may happen in the future.

In *Slim and Others* v. *Daily Telegraph and Others* [1968] 2 W.L.R. 599 the question of fair comment was once more discussed. Lord Denning in his judgment stated at 607:

> The important thing is to determine whether or not the writer was actuated by malice. If he was an honest man expressing his genuine opinion on a subject of public interest then no matter that his word conveyed derogatory imputations: no matter that his opinion was wrong or exaggerated or prejudiced . . . nevertheless he has a good defence of fair comment.

False Imprisonment

Blundell v. *Attorney-General* [1968] N.Z.L.R. 341. Here the trial judge had ,inter alia, informed the jury that if they thought such action as was taken by the police was, in the circumstances reasonable, they

could find in their favour. Turner J. in the Court of Appeal held that the question posed to the jury was bad in law; rather the question should have been, was there a restraint upon movement sufficient to amount to unlawful imprisonment and if so it was then for the judge to decide if such restraint was justified by the relevant sections of the Crimes Act 1961. False imprisonment was defined as being a species of the genus trespass to the person involving not necessarily the application of physical force to the person of the plaintiff but merely a restraint on his personal liberty.

Negligence

In *Dimond Manufacturing Company Ltd. and Others* v. *Hamilton and Others* [1968] N.Z.L.R. 705 Tompkins J. held that accountants and auditors who prepare incorrect accounts for the shareholders of a company are not liable to a purchaser of shares in the company who has been subsequently shown the accounts by a partner of the firm of accountants and auditors and buys the shares relying on the incorrect accounts, even though the firm appends an unqualified certificate as to their correctness. The court in this case distinguished the principle enunciated in *Hedley Byrne and Company* v. *Heller and Partners Ltd.* [1964] A.C. 465 by Lord Morris of Borth-y-Gest: "that if someone possessed of a special skill undertakes quite irrespective of contract, to apply that skill for the assistance of another person who relies on such skill, a duty of care will arise . . . ", for in this case the accounts were simple annual accounts prepared in the usual way for submission to the directors and to the shareholders in general meeting. The duty of care would only have arisen if the firm had prepared the accounts and given their certificate with the knowledge that the accounts were going to be shown to and relied on by some third person in circumstances which showed an implied undertaking to accept responsibility if the accounts were negligently prepared.

E. J. Thomson.