

that that was all they intended to charge, and that they did not intend to charge Mr. Boyle at all. In the *Globe* of the 22nd, they refer to the fact that they think that Mr. Boyle's denial is not a square denial. I will leave you to say whether it is so in fact. You will read his denial. You will consider the evidence; and both counsel have discussed it to a full extent. It will be for you to say upon the evidence whether that article means to charge a corrupt knowledge on Mr. Boyle's part, that the money was actually paid, or that it was just paid into Mr. Cotton's hands by Mr. Charlton. That is the article of the 25th, and there is another article in the 27th. (His Lordship reads it). Consider that, and say what it fairly means. Does it mean to charge Mr. Boyle with any corrupt knowledge, or does it simply mean to say that the money was merely paid to Cotton? If you come to the conclusion that that is the meaning which is fairly to be attached to the libel, find a verdict for defendants. But if, on the other hand, you come to the conclusion that the libel, so called, charges corrupt knowledge on Mr. Boyle's part, and that the defendants have not proved their plea as they put it, then the verdict will be for the plaintiff.

Defendants say that this money was paid to Mr. Cotton as agent for Mr. Boyle; that he was acting as Mr. Boyle's agent really in receiving the money, and handing over the withdrawal of the tender, and there has been a great deal of evidence given to lead you to that conclusion, consisting of the intimacy which seems to have existed between Messrs. Cotton, Boyle and Charlton and Mr. Starrs. Defendants ask you to infer from the evidence which they have given, connection between Boyle and these gentlemen, that they must have told him of what had occurred with reference to this tender, and that the tender was really given, notwithstanding what has been said to the contrary, for the purpose of being handed over to MacLean, Roger & Co., to procure the payment by them of the sum which they had mentioned. I am assuming at present that Mr. Boyle was not connected in it. I think such a transaction was never heard of, except one. I never heard evidence of a more shameful character than this.

The contention of Mr. Boyle is that he simply sent in the tender honestly, desiring to tender. He was not able to do it certainly without assistance, according to his own account. He withdrew it, and he says honestly, upon learning that Mr. Mackintosh, whose tender was the lowest, had been accepted. He says he knew nothing of the way in which Mr. Cotton had treated his tender. He says that Mr. Cotton, upon receiving his tender, formed the scoundrelly design of making use of it simply instead of simply handing it to Mr. Hartney, that he made use of it by dealing with MacLean, Roger & Co., as if he was coming from Mr. Boyle, and authorized to treat for the withdrawal upon consideration. That is the way plaintiff says Cotton made use of that tender. He says, so far as he was concerned it was simply handed to Cotton to be delivered to Hartney. Is that a true and correct account of the transaction, or is the account which the defendants put forward the correct one? That Boyle was mixed up, and Cotton was acting with his knowledge, consent and privity in receiving this money as a consideration for giving up his tender. I see no real object in discussing this question further. A word upon damages. That is a matter altogether for you. I do not think it is a case in which they should be large, certainly not vindictive. Mr. Boyle simply says that he desires to vindicate his character, and they should not be large. Apart from the fact that the defendants continued to publish the accusation, there does not appear to be any want of good faith in publishing it. They seem really to have believed the charge, and from the evidence given here to-day—although that will not warrant you in finding a verdict for defendants—there was certainly the very gravest reason for suspicion, and we probably might, many of us, unless we had gone over the matter very hurriedly, have come to the same conclusion that the defendants did, that the plaintiff was mixed up in it in some way. I refer to that because it shows that the defendants were not actuated by any feeling of malice against the plaintiff in writing as they did about him, and I will finish by saying that you are not bound to find actual malice. So far as this libel is concerned, the law says that malice is to be presumed if there is a publication made concerning a man which tends to bring him into public intamy and