

and 7 of the statement of claim are not actionable without proof of special damage. He moved before the Master in Chambers to have these paragraphs struck out; this was refused; and at the opening of the trial the motion was renewed. Again, before the case went to the jury, the same objection was taken; and, after the charge of the learned trial Judge, the charge was objected to upon the same ground.

The plaintiff was a candidate for re-election to the office of municipal councillor for the town of Walkerville, in January, 1911. At a meeting of the electors the defendant spoke; and all the slanders complained of but one consist of statements said to have been made in the course of that address. The slander contained in the third paragraph of the statement of claim is admitted to be capable of the meaning attributed to it by the innuendo; and it is clearly actionable per se.

The statement complained of in the fourth paragraph is as follows: "Holland held the town up for an exorbitant price for his property when the town wanted to open up Assumption street. He swore that his lot that the town wanted was worth \$850, when it was only assessed for \$360, and which he bought for \$350 the year before, because he heard the town was going to open up the street and wanted that property."

The innuendo is: "That the plaintiff had falsely sworn to the value of his property for the purpose of cheating the municipality of Walkerville and getting money he was not entitled to."

At the time of the transaction referred to, the plaintiff was not a municipal councillor. He owned certain property which the town required for the purpose of opening a street. Expropriation proceedings were taken, and \$750 was awarded. During the course of the arbitration the plaintiff stated on oath that the property was worth \$850.

It is clear that the slander complained of is not capable of the meaning charged in the innuendo. Perjury is not in any way implied in the statement. The fair meaning of the statement is, that the plaintiff, owning land required by the municipality, which had cost him \$350 the year before, sought an excessive price from the municipality, and in support of this claim stated on oath that the property was worth \$850.

Upon the argument counsel sought to support the claim by the suggestion that the use of the expression "held the town up" implied some criminal act. We cannot assent to this. It is true that this Americanism has now received recognition in standard dictionaries as being equivalent to "stop and rob