

for the Court; and, if capable of such meaning, it then becomes a question of fact for the jury whether they did bear that meaning. It may be that they are capable of such a wide meaning, but it seems to me that they must needs be very elastic if they can be stretched sufficiently to cover it all; and it is clearer, in my opinion, that they are also capable of a very much narrower meaning, that they can be so contracted, without doing any greater violence to them, so that they may contain nothing libellous, in the sense attributed to them.

There is no direct and positive charge, in the words published, of falsehood in obtaining either letter; it would not be difficult to find that the meaning conveyed by them was that deception and falsehood had been employed; but, on the other hand, it would be difficult to say that reasonable men could not find that such a meaning was not conveyed, and much more than that must needs be found to support the claim, namely, that the letters were obtained to be used for dishonest purposes; and in regard to the other innuendoes it would be by no means difficult to agree with the jury if they found that the words used conveyed no such meaning, indeed it might be difficult to agree with them if they found otherwise in all respects.

Whatever other cause of action, if any, plaintiff may have had, it is impossible, I think, for these reasons, without considering any others, to say that no reasonable men could in this case have honestly found for defendants on any ground disclosed in the pleadings and evidence.

Motion dismissed with costs.

MACMAHON, J., gave reasons in writing for the same conclusion.

BOYD, C., concurred.

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JANUARY 17TH, 1905.

DIVISIONAL COURT.

HILL v. TAYLOR.

*Negligence—Collapse of Municipal Building—Injury to Workman—Liability of Employers—Contractors for Work—Liability of Municipal Corporation—Employment of Architect—Independent Contractors.*

Appeal by plaintiff from judgment of BRITTON, J., 4 O. W. R. 284, dismissing action without costs.

Glyn Osler, Ottawa, for plaintiff.