tors to show of what items the amount of the award was composed.

(4.) That it is not necessary before bringing such an action that a month should elapse after a written notice from one of the arbitrators to the defendants, of the making of the award, as sub-sec. 19, sec. 20, cap. 165, R. S. O. applies merely to the right of appeal from the award.

No suggestion being made as to any defect in title, and the plaintiff's counsel offering at once to deliver a conveyance of the lands to the company, the Court refused to allow a plea to be added, denying a tender of conveyance before action.

Marsh, for plaintiff.

H. Cameron, Q.C., *contra*.

GRAHAM v. CROZIER.

Libel—Privileged communication.

Defendant wrote to R. who was M.P. for the county in which the parties resided, requesting him to have plaintiff, a postmaster, removed from office, as his "roguery" was unbearable in the locality, and stating that he (defendant) could not trust his bank-book through the Post Office lest plaintiff should go to the bank and draw or keep the money: that he had sent a declaration to the Post Office Department at Ottawa to have him removed; and demanding to know what the country would "turn to" if the government kept such men in office; and that if people could not send their money through the Post Office, they had better rise in rebellion at once. Defendant then wound up his letter with a demand upon R., as their representative, to have the "scoundrel" removed: that he had broken up seven or eight money-letters and used the money for his own purpose.

Held, that the judge at the trial had rightly ruled that the occasion of writing the letter was not privileged; and that, on the authority of *Frier* v *Kinnersley*, 15 C. B. N. S. 430, the violence of the language excluded it from the rule of privileged communications.

J. K. Kerr, Q.C., for plaintiff.

McMichael, Q.C., *contra*.

COMMON PLEAS.

IN BANCO.

[June 27.

ONTARIO LIGHTNING ROD COMPANY v. HEWITT.

Libel—Damages.

In an action of libel, the libels complained of were contained in certain publications issued by the defendant, which stated that the plaintiffs, who were manufacturers of lightning rods, were charging therefor from 37 cents to 42½ cents per foot, whereas the defendant could furnish the same, and even better, from 7 cents to 10 cents per foot, and that, in so doing, the defendant, who had a thorough knowledge of the lightning rod business, felt it to be an imposition practised on the public; and the declaration averred that, in consequence of the alleged libels, the plaintiffs were greatly injured in their credit and reputation as a trading and manufacturing company, and lost many customers, and were otherwise greatly injured in their business. It appeared that the plaintiffs, for the prices charged, not only furnished the rods, but put them up, while the evidence shewed, and the jury expressly found that the statement made by the defendant, and intended to convey the impression that for the prices stated by him, he could furnish the article in the same manner as the plaintiffs, was untrue, and was made with the intent to injure the plaintiffs in their business.

Held, that the action was maintainable.

In this case the jury found the damages sustained by said plaintiffs were $4,000.

Held, that the damages were excessive, and a new trial was ordered, unless the plaintiffs consented to reduce the damages to $1,000.

McCarthy, Q. C., and *Osler*, Q. C., for the plaintiffs.

Robinson, Q. C., and *Wilkes* (Brantford), for the defendant.

O'NEIL v. OTTAWA AGRICULTURAL INSURANCE COMPANY.

Insurance—Title—Ownership—Incumbrances—Distance of buildings—Number of stoves.

To an action on a policy of insurance the