with the positive assertion that "he is renewing old acquaintances" (which, according to the plaintiff's affidavit, would have included her—she being an old acquaintance) he could not have contended that the effect of the paragraphs is to impute that the plaintiff and Captain McKay were committing fornication. But, because the correspondent of the "Express-Herald" put it in the shape of an interrogatory, and "wondered if he (Captain McKay) was renewing old acquaintances," he urged that the sting was in the word "wonder," and a different interpretation must be put upon the paragraphs from that which they would have born had the positive statement been made that Captain McKay was renewing old acquaintanceship.

As it had to be admitted that any innuendo that might be framed could not alter or extend the sense of the words if a positive statement had been made that Captain McKay was renewing old acquaintanceships, so as to make them mean that the plaintiff and Captain McKay were guilty of immoral conduct, it is clear, I think, that no innuendo can alter or extend the sense of the words in the paragraphs as they stand, so as to give them the meaning contended for, which is, that they impute that the plaintiff and Captain McKay were committing fornication.

Mr. Odgers, in his work on Slander and Libel, 3rd ed., at p. 90, says, in reference to the Act which permits an action to be brought for words spoken and published which impute unchastity or adultery to any woman or girl, "that the Act does not apply to any case in which gross epithets are used merely as general terms of abuse; the words must be such as to convey to the hearers a definite imputation that the plaintiff has in fact been guilty of adultery or unchastity."

So also in an action for libel in which it is charged that the writing imputes unchastity to a woman or girl, the language must be such as to convey to the readers a definite imputation that the plaintiff has been guilty of unchastity.

The grounds of action are, in my opinion, frivolous, and the order appealed against must be set aside and the plaintiff ordered to give security for the costs of the action.

The costs below and of this motion to be costs in the cause to the defendant.

FERGUSON, J. JUNE 30TH, 1903.

CHAMBERS.

RE GLANVILLE v. DOYLE FISH CO.

Prohibition—Division Court—Territorial Jurisdiction—Cause of Action, where Arising—Contract by Telegraph.

Motion by defendants for prohibition to the 3rd Division