THE MCNAMEE-MITCHELL SUIT.

"In the sworn evidence of Mr. McNamee, defendant in the suit of *McKenna* v. *McNamee*, lately tried at Ottawa, the following passage occurs: 'Six of them were in partnership (in the Drydock contract) out in British Columbia, one of whom was the premier of the province.' The premier of the province at the time referred to was Hon. Mr. Walkem, now a judge of the Supreme Court. Mr. Walkem's career on the Bench has been above reproach. His course has been such as to win for him the admiration of many of his old political enemies. But he owes it to himself to refute this charge. We feel sure Mr. McNamee must be laboring under a mistake. Had the statement been made off the stand it would have been scouted as untrue; but having been made under the sanctity of an oath it cannot be treated lightly, nor allowed to pass unheeded."

The innuendoes alleged to be contained in this article were, shortly, that W. corruptly entered into partnership with McNamee while holding offices of public trust, and thereby unlawfully acquired large sums of public money; that he did so under cloak of his public position and by fraudulently pretending that he acted in the interest of the Government; that he committed criminal offences punishable by law; and that he continued to hold his interest in the contract after his elevation to the Bench.

On the trial a verdict was found for the plaintiff, with $2,500 damages, and the defendant obtained from the full court two rules *nisi*, one for leave to enter a non-suit, or judgment for him, and the other to have the judgment entered on the verdict, set aside and a new trial ordered. Both rules were discharged, and the defendant, by order of a judge of the court below, brought two appeals to the Supreme Court of Canada.

Held, that though the article was libellous it was incapable of all the innuendoes attributed to it, and the consideration of these innuendoes should have been distinctly withdrawn from the jury, which was not done.

Per STRONG, FOURNIER, TASCHEREAU and GWYNNE, J.J., that though the case was improperly left to the jury, yet he suffered no prejudice thereby, other than that of excessive damages, and the verdict should stand on the plaintiff's filing a consent to have the damages reduced to $500.

Per RITCHIE, C.J., that there had been a mistrial, and in order to avoid a new trial the consent of both parties to the reduction of damages was necessary.

Per GWYNNE, J., that two appeals were not necessary, and in any event the appeal on the rule for leave to enter a non-suit should be dismissed with costs, and only one bill of costs should be taxed.

Christopher Robinson, Q.C., and *Bodwell* for the appellant.

S. H. Blake, Q.C., and *Gormully* for the respondent.

SUPREME COURT OF JUDICATURE FOR ONTARIO.

COURT OF APPEAL.

HAY *v.* BURKE.

In the note of this case in our last number the printers accidentally omitted two lines, and as the note still made sense the omission escaped notice. The second paragraph of the note should read as follows:

"Where a place has been so designated, the holder of the instrument may send notice to the party at that place, even if he has reason to think, or even knows, that that place is not the party's place of residence or place of business."

Re HARVEY AND PARKDALE.

Municipal corporation—Expropriation of one foot strip of land across street—Quantum of damages—Local improvements.

H. & M., the owners of a block of land in Parkdale, laid it out in building lots, dedicating as a street called D. Street a portion of it running through it from a street on the east to within one foot of its west limit, the one foot being reserved because at that time W., the owner of the land adjoining on the west, refused to dedicate any portion of it for the purpose of carrying D. Street through to the next street to the west. Subsequently W. laid out his land in building lots, dedicating as a street, also called D. Street, a portion of it running (in the same line as the portion dedicated by H. & M.) through it from the street on the west to within one foot of its east limit, the one foot reserved by him immediately abutting on the