

LIBEL IN ADVERTISEMENTS.

THE liability of a Canadian newspaper publisher for the contents of an advertisement published in the columns of his journal has just drawn forth a remarkably valuable and interesting opinion from the Canadian authority on the libel law, Mr. John King, Q. C., of Toronto. A newspaper in Canada published an advertisement containing a veiled reference to another firm. The other firm complained that this veiled reference, although it did not mention them, was a libel upon them. The case was submitted to Mr. King, the substance of whose reply was as follows:

A libel may be contained in an advertisement and may be just as damaging there as if inserted in an ordinary editorial or news item, and the publisher of the libelous advertisement is just as liable in that case as in the other. Of course, the person who brings the advertisement to the publisher's office, or who requests its insertion in the paper, and whose advertisement it is, is also equally liable with the publisher, and in Ontario may be sued for damages, either solely or jointly with the publisher. There is more or less of a presumption of innocence on the part of a publisher of a libelous advertisement, because, in nearly every case, the publisher inserts the advertisement without malice and in perfect good faith, knowing nothing of the facts stated in the advertisement. That fact will mitigate the damages considerably against the publisher, but will not relieve him altogether, because the real injury is done by the publication, which, where it affects the person's business, is more serious and is presumed to be malicious, that is, presumed to be published without lawful excuse.

If the statements complained of in the advertisement are true, and the publisher can prove their truth, it is a good defence, no matter how malicious the publication may have been, namely, malicious in the popular sense of the term. The truth of statements complained of is always a good defense to an action for libel, and this observation applies fully to the advertisement of the company shown to me. The proof of the truth also lies with the defendant. The onus is on him. All that the plaintiff has to do is to prove the publication, namely, that the particular paper containing the libel was printed or published by the defendant or defendants as the case may be. That establishes a *prima facie* case against the defendant, and, in the absence of further evidence, he would be held liable, but if he has a defense, and his defense is that the statements complained of are true in substance and in fact, he must then go on and establish that defense.

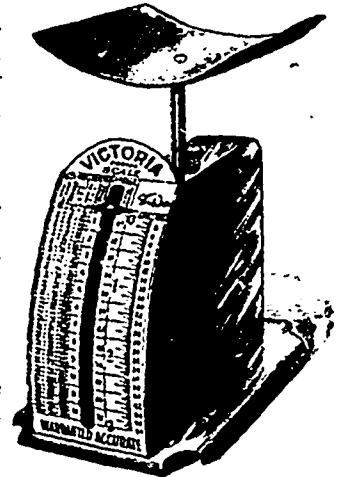
Mr. King advises that in the case of advertisements, and all other manuscript sent from outside to the paper, the manuscript should be carefully kept and filed away for future use, if necessary. It may become important, in the interests of the paper, that the manuscript should be produced before the court of justice and the handwriting proved, especially under our law, according to which "newspaper," as defined by the Act, may join a libelous contributor as a party defendant in an action against the publisher.

If a libelous advertisement is brought to you, you have a perfect right to reject it, because no person is compelled to

publish a libel. But you have also a perfect right to publish an advertisement correcting a false statement in another advertisement, and the law even goes this far: That if the correction is a little bit strong, it is excusable on the principle that the prior advertiser, having commenced the war, cannot complain if he gets the worst of it.

Mr. King also points out to the publisher who submitted the point to him that where a letter is sent to the publisher, complaining of an alleged libelous statement, the letter should be answered, if at all, in the most guarded terms, so as not to admit publication. In fact, it is better in such a case to show a complainant's letter to your solicitor first, because, in most cases brought in our courts, there is a good defense on the merits by simply denying publication and compelling the plaintiff to prove it.

Without doubt, the finest letter scales at present on the market are the "Victoria" and the "Princess" scales. The "Princess," price \$2.75, weighs up to 1½ lb., and the "Victoria," price \$3.50, weighs up to 3 lb. The exact weight of the letter or parcel is immediately indicated on the dial, and, as a time-saver, this scale will surely pay for itself in a very short period. Buntin, Gillies & Co., Hamilton, carry a stock of these fine goods.



The writer recently had an opportunity to inspect the alterations and additions to the premises of Buntin, Gillies & Co., Hamilton. The already extensive building has been enlarged and improved to accommodate the growing needs of the business, the new portions being already occupied with goods, partly in the form of cased surplus stock. The added space will enable the firm to carry a larger supply of Morgan envelopes, a carload of which had just arrived and were being placed in stock. Other new arrivals consist of large importations of American, English and foreign goods, including blotting papers, deckle edge paper and envelopes, new cover papers, Century Linen flats, bristol boards, wedding stationery, Kenmore announcements, Lakeside flats, black bordered stationery, etc. Owing to the large amount of work entailed, Buntin, Gillies & Co are not issuing a calendar this year.

Wm. McKowan, for 25 years mechanical foreman in The Bowmanville Statesman office, and an old and respected printer, died last month in Bowmanville. Mr. McKowan came to Canada from Ireland when young, learned the printing art in Rowsell's office, Toronto, worked in The Globe office, The Peterborough Examiner office, and then settled down to a useful career in Bowmanville. His son, W. S. McKowan, at present foreman with The Statesman, is one of many artistic and successful printers for whose training the deceased gentleman is responsible.