

JOHNSON, J. The judgment which the defendant here complains of condemned him to pay the plaintiff \$110.48 with interest and costs.

The facts are that in March last the defendant being insolvent, made an assignment to Moisan & White who were to proceed and liquidate the estate; and they employed the plaintiff to examine the books, and report to the creditors who were to meet, and did meet shortly afterwards. Subsequently, the defendant having made an offer of composition, he required the plaintiff to prepare a deed of composition and discharge, and a dividend sheet in conformity with it, which was done, and the defendant resumed his estate. The plaintiff by his action claimed \$6 a day for thirty-three and a quarter days' work in making the inventory and statement of assets, and \$50 for the deed of discharge and composition and the dividend sheet, and obtaining the signatures of the creditors.

The defendant pleaded that a specific sum of \$60 had been agreed upon between the plaintiff and Moisan & White for making the inventory and the statement of affairs; and that for the rest he was entitled to nothing; but he nevertheless offered \$26—making altogether \$86 less the \$17.52 which he acknowledged to have got; but he only made this offer conditionally upon the plaintiff paying the costs incurred by the defendant, which condition the plaintiff rejected by his answer.

Looking at the evidence we find the judgment perfectly equitable. It found the sum of \$26 tendered sufficient in amount on that head, and gave no more as far as that part of the case was concerned. The defendant interprets this to mean that his offer of \$26 has been declared technically to be good and sufficient in law; but that is not the case, for all that the judgment does is to give so much upon the first branch of the case, and so much on the second, so that on the whole the offers are not sufficient; and this disposes substantially of the whole of the case.

Judgment confirmed.

*Robidoux*, for plaintiff.

*Ethier & Co.*, for defendant.

## COURT OF REVIEW.

MONTREAL, January 31, 1884.

Before JOHNSON, JETTE & MATHIEU, JJ.

COUÏU V. LEFEBVRE.

*Slander—Compensation of damages.*

The inscription was by the plaintiff from a judgment of the Superior Court, Montreal, Loranger, J., Dec. 3, 1883, dismissing the action.

JOHNSON, J. This was an action for damages laid at \$5,000 for verbal slander by the defendant of and concerning the plaintiff and the plaintiff's wife. The plea denied the slander, and set up in compensation defamatory words used by the plaintiff concerning the defendant. The whole case was put before the learned judge who heard the witnesses at the proof and hearing sittings, and could judge better than we can of the value of their evidence. The learned judge found that what the plaintiff had said of the defendant was just as bad as what the defendant had said of the plaintiff; and he found also that the only witness who spoke about the slanderous words alleged to have been used by the defendant about the plaintiff's wife was not sufficiently reliable to base a judgment for damages upon his testimony.

It is evident that the parties had been at enmity with each other for some time, and one called the other a "canaille," while the other had just recently said of him that he could have sent him to jail if he had chosen.

Then, as to what was said or alleged to have been said by the defendant about the plaintiff's wife, it certainly was defamatory if satisfactorily proved. But can we say that it is satisfactorily proved by this one witness who swears it was said to him alone, and that he repeated it to the plaintiff? At best that would be the act of a mischief-maker, and quite as despicable as the slander itself, if ever it was uttered: but this man is besides very seriously contradicted and impaired by the evidence of Dumesnil. On the whole I should not hesitate to confirm the judgment which, I think, very properly dismissed the action.

Judgment confirmed.

*Augé & Co.* for plaintiff.

*St. Pierre & Co.* for defendant.