plaintiff himself, in the newspaper, by a letter attacking the person who wrote the letter complained of.

The defendants set up that they allowed the plaintiff and his opponent equal privileges of abuse, and that the plaintiff, as the attacking party, provoked the defamatory language used by his opponent, which was the libel complained of.

The learned Judge said that there were limits, even in the letters of newspaper correspondents, which could not be transcended with impunity either by the newspaper or the correspondent. These limits are not fixed by law, but by the opinion of the jury. The publisher of the newspaper has the right to shew the whole circumstances attending the publication, and the plaintiff is not embarrassed by being warned that it is intended to do so. The result might shew that the abusive matter complained of ought never to have been published.

In view of the decision of the Court in Wilson v. London Free Press Printing Co. (1918), ante 102, that the Libel and Slander Act authorises a verdict for the defendant even where the publication is proved and is plainly defamatory and false, if, in the opinion of the jury, the plaintiff's conduct is such as to disentitle him to a verdict, it was impossible to regard this pleading as improper.

The appeal should be dismissed with costs to the defendants in any event.

MIDDLETON, J., IN CHAMBERS. NOVEMBER 11TH, 1918.

BUSINESS REALTY LIMITED v. LOEW'S HAMILTON THEATRES LIMITED.

Easement—Building—Access of Air and Light—Infringement—Pleading—Statement of Claim—Unity of Seisin—Implied Grant—Prescription—Alternative Claims—Amendment.

Motion by the defendants for an order striking out the statement of claim as embarrassing.

A. J. Thomson, for the defendants.
E. D. Armour, K.C., for the plaintiffs.

MIDDLETON, J., in a written judgment, said that the statement of claim set out that Hugh Brennan, in 1912, being then the