

The word "blackmailing" should not, at the present day, and in this country, be limited in its meaning to the case of the crime of extortion by threats or any other crime.

Where a man, having no right, nor any pretence of right, to receive one farthing (except his proper law costs, if he succeed in the action) receives \$4,500 to push a complaint of, and to stifle his legal proceedings to prevent, a wrong which he charges is about to be perpetrated by means of audacious bribery of public officers, his conduct may be "characterized as blackmailing" in the proper and ordinary meaning of these words.

There being no evidence of the falsity of the words used, but they appearing, upon uncontroverted evidence, to be true, the plaintiff's case failed.

Semble, also, that the innuendoes that the plaintiff had "committed a crime punishable by law," that he was "unworthy of any position of trust," and that he "was a blackmaile," could not be supported.

Quere, whether the plaintiff, having chosen to put his own interpretation upon the words, and to bring the defendants down to trial upon that interpretation, and to try the case out accordingly, could be permitted subsequently to reject the innuendoes and rely upon the words (if untrue) having another libellous meaning, whether libellous in themselves or not.

The respective functions of judge and jury are in an action of libel in no way different from such functions in other actions, except for the statutory provision in favour of a defendant, R.S.O. c. 68, s. 2.

It is the duty of the court to consider whether there is any reasonable evidence to go to the jury, and, if not, to dismiss the action.

E. F. B. Johnston, Q.C., and Bradford, for plaintiff. J. B. Clarke, Q.C., and Swabey, for defendants.

Falconbridge, C.J., Street, J.]

[Sept. 29.

INDEPENDENT ORDER OF FORESTERS v. BEGG.

Mortgage—Foreclosure—Mortgagee in possession—Account of rents—New day—Final order—Rights of purchaser after decree—Parties—Power of sale.

Mortgagees had been in possession of several of the parcels of land comprised in their mortgage before they commenced an action for foreclosure. In that action the usual judgment was pronounced, and while the reference thereunder was pending the plaintiffs agreed to sell some of the parcels to B. in case the mortgagors should not redeem; and B. went into possession. The Master made his report on the 13th February, 1900, fixing the 14th August, 1900, as the day for redemption, and ascertaining the amount due by the defendants up to that day. On the 15th May an order was made amending the report by deducting amounts received by the plaintiffs for rent, and directing that any other