"A writ for $4,048.61 was issued against G. F. Leonard on July 27, $2,334.54 of which was money collected by him for this company and not remitted.

"As vice-president and secretary-treasurer, these gentlemen were possessed of one share each of C.B.A. & L.D. Limited, and were employed as traveller and bookkeeper respectively.

"We were informed this morning by the general manager of" a guarantee company "who bond our attorneys, that the attorneys who appear in the above named list are not bonded by his company, contrary to the statement made in their circular dated August 28, 1916."

The innuendo was to the effect that the plaintiffs were charged by the letter with having stolen the contents of a list of subscribers, had stolen money, and had made a false representation as to the bonding of attorneys.

The second writing alleged to be libellous was a similar circular letter, containing like charges; and the innuendo was to the like effect.

The trial of the action was begun before MEREDITH, C.J.C.P., and a jury, at a Toronto sittings, on the 5th June, 1918.

The Chief Justice withdrew the case from the jury, being of opinion that no one could reasonably find any libel in any of the words that were used by the defendants.

The action was dismissed without costs.

The plaintiffs appealed, and their appeal was heard by MULOCK, C.J.Ex., CLUTE, SUTHERLAND, and KELLY JJ.

J. P. MacGregor, for the appellants, contended that the writings were capable of being construed as libellous, and that the plaintiffs were entitled to shew by evidence the circumstances in and by which the language complained of was alleged to have the meaning set out in the innuendo. He referred to Australian Newspaper Co. v. Bennett, [1894] A.C. 284.

A. C. McMaster and E. H. Senior, for the defendants, respondents, contended that the language used could not, in view of the decision in the previous cases, 42 O.L.R. 141, be regarded as libellous.

At the conclusion of the argument the judgment of the Court was delivered by MULOCK, C.J.Ex., who said that all the members of the Court were of opinion that the circular letter sent by the defendant company to its subscribers was capable of being libellous, and the jury should have been so told, and it should have been left to them to say whether it was such in fact.

The trial Judge dismissed the action without permitting the plaintiffs to complete their case, and assumed apparently that