

Meredith, J.]

MACDONALD v. MAIL PRINTING CO.

[Sept. 28.

Trial—Nonsuit after verdict—Libel—Innuendoes—Onus—Evidence for jury—Newspaper—Report of speech—"Blackmailing," meaning of—Truth of defamatory words.

Where in the course of the trial of an action before a judge and jury a motion for a nonsuit is made at the close of the plaintiff's case, and again at the close of the whole evidence, and the judge adopts the course of taking a verdict, and of fully hearing and considering the motion, if necessary, after the verdict, the judge may, in a proper case, nonsuit the plaintiff, notwithstanding a verdict of the jury in his favour.

Perkins v. Dangerfield, 51 L. T. N. S. 353, and *Moore v. Connecticut Mutual Ins. Co.*, 6 App. Cas. 644, distinguished. *Floer v. Michigan Central R. W. Co.*, 27 A. R. at p. 127, referred to.

In an action for libel the words complained of were: "It can readily be understood what interest Mr. M. has in the matter, and why he should make advances, hire committee rooms, and generally control the campaign, when \$4,000,000, which he controls, will be made available if E. A. Macdonald (the plaintiff) can be elected mayor. In addition to this, Mr. M. has between \$7,000 and \$10,000 of claims against Macdonald, which, in proceedings, it was shown under oath of Mr. M. that he hoped to be paid, should he succeed in qualifying Macdonald for mayor, and then electing him."

The innuendo was that the defendants charged the plaintiff with having "entered into a corrupt arrangement" with one M., "whereby the plaintiff should use the office of mayor, when elected, for private gain," and with having "unlawfully and corruptly influenced, or attempted to influence the said M. to support him in the mayoralty campaign, both financially and otherwise," and with being "unlawfully and corruptly influenced" by said M. "to use the said office of mayor to improperly advance the pecuniary and private undertakings of said M."

Held, that, there being no evidence, apart from the newspaper article in which they appeared, to shew that the words bore any other than their ordinary meaning, the onus of proof of the innuendo was not satisfied; there was no reasonable evidence to go to the jury that the words conveyed the meaning which the plaintiff attributed to them.

The plaintiff also complained of a statement published by the defendants that a speaker at a public meeting "characterized" the plaintiff's behaviour as "blackmailing." The defendants pleaded the truth of the words used.

Held, that it made no difference that the defendants were only reporting, or purporting to report, the words of another, or whether the report was accurate or inaccurate—that question arises on a defence of fair and accurate report only. If the words were true, the plaintiff could not recover.