

default in payment of the fine, and does not shew on its face either a return of the distress warrant and that no sufficient distress was found or that a distress was dispensed with under Code s. 875 upon an adjudication thereunder.

2. An affidavit of the gaoler verifying a copy of the warrant claimed as the cause of detention may be accepted as a return to a writ or order of habeas corpus.

*J. B. Kennay*, for the prisoner. *J. J. Power*, for the Crown.

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## Province of Manitoba.

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### KING'S BENCH.

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Full Court.]

CAMERON *v.* OVEREND.

[July 14.

*Slander—Use of words capable of two constructions—Province of judge and jury.*

*Held*, in an action for slander, that if the words proved to have been made use of by defendant are capable of being reasonably understood in a slanderous sense, it should be left to the jury to say if they were used in that sense, and that it is not proper to nonsuit the plaintiff on the ground that the words did not necessarily impute the commission of a crime.

*Ritchie v. Sexton*, 64 L.T. 210, and *Simmons v. Mitchell*, 6 A.C. 156, followed.

*Potts*, for plaintiff. *Elliott and Deacon*, for defendant.

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Full Court.]

[July 14.

WINNIPEG LAND CORPORATION *v.* WITCHER.

*Landlord and tenant—Tenancy from year to year—Contract to be implied when tenant holds over after expiration of term under lease.*

Defendant was tenant to plaintiffs under a lease for a year, which expired on March 1, the rent being \$25 per month. After the expiration of the lease nothing was done about the future holding until March 29, when the plaintiffs' agent notified the defendant in writing that after the May 1 following the rent of the house would be \$30 per month. Defendant made no objection.