

THE MASTER:—This is an action for libels published in the "Times" newspaper.

The plaintiff is said in the statement of claim to be the sporting editor of the Hamilton "Spectator," and the defendant to be a reporter for the "Times," of that city.

The defendant moves for security for costs under R. S. O. 1897 ch. 68, sec. 10, and makes affidavit that he is the sporting editor of the "Times;" that the action is frivolous, the words complained of being innocent and harmless; that he has a good defence; and that the plaintiff is financially worthless.

The defendant's affidavit says that he has "the control and editorship of the sporting and dramatic intelligence, which is in my hands wholly."

For the motion were cited the following authorities: King's Law of Defamation, pp. 439 and 441; Egan v. Miller, 7 C. L. T. Occ. N. 443; Neil v. Norman, 21 C. L. T. Occ. N. 293; Powell v. Ruskin, 35 C. L. J. 241; Fisher & Strahan's Law of the Press, pp. 52 and 148. None of these authorities define what an editor is, and in all the 3 cases the order for security was refused.

From the reasoning in Egan v. Miller, I should think the defendant here is not an editor within the principle of that decision, unless he has power to publish at his discretion (or perhaps I should rather say indiscretion). The protection of the Act, as it would seem, can only apply to the editor who is responsible for the general management of the paper and its policy in regard to matters of every kind; judging from the above decisions. It is not necessary to extend the words of the Act beyond that limit. It cannot be presumed that it was the intention of the legislature to give the benefit of sec. 10 to every person on the staff of a newspaper who is by courtesy styled an editor of some one department. To do so would be legislation. It is not without significance that in no case yet has security been given to any one in the position of the defendant.

I do not find in defendant's affidavit any assertion "that the statements complained of were published in good faith," which the Act requires to be done.

As the motion also asked to have the statement of claim amended, and it was conceded that this must be done, the order will be directing that to be done, and refusing security: and the costs of the motion will therefore be in the cause.