

Province of Nova Scotia.

SUPREME COURT.

GRAHAM, E.J. }
In Chambers. }

[Jan. 9.

FERGIE v. DRUMMOND.

Libel—Motion to strike out paragraphs of defence—Justification of words complained of—Facts insufficiently set out—Amendment—Costs.

Action against defendant as publisher of the Journal and Pictou News, for the publication of alleged libels of, and concerning the plaintiff in his capacity as Manager at Westville, in the County of Pictou, of the Intercolonial Coal Mining Co. (Ltd.). The statements complained of had reference to the discharge of men from the mine, and were to the effect that if the manager had not been so "blindly and bitterly partizan, and had he discharged fairly and honestly," the proportion of discharges would have been different from what it was.

Counsel for plaintiffs moved at Chambers to strike out paragraph 9, 10 and 11 of the defence, on the ground, as to paragraph 9, that it was admitted that the words complained of were used in a defamatory sense, and that said paragraph did not justify the words as so used. And, as to paragraphs 10 and 11, that while professing to justify the words complained of, they did not set out with sufficient precision, or definiteness, or at all, facts amounting to a justification, and did not justify all the words complained of, and did not distinguish between the words intended to be justified, and the words alleged to be fair and bona fide comment.

Held, that plaintiff was entitled to an order striking out the paragraphs referred to, but if it appeared when the order was taken out that any fact necessary to raise any legitimate point for the defence could not be proved under the statement of defence as amended, any additional amendment would be allowed necessary to enable it to be proved.

Costs to be plaintiff's costs in the cause.

J. A. Chisholm and J. McG. Stewart, for plaintiff.

B. Russell, Q.C., and J. H. Sinclair, for defendant.

Full Court.]

[Jan. 12.

CUNARD ET AL. v. NOVA SCOTIA MARINE INSURANCE CO.

Marine insurance—Person for whom effected—Finding of trial judge affirmed—Application—Waiver of answer to question in—Disbursements may be insured—Subject matter of insurance—Reasonable certainty in designation of.

Plaintiffs effected a policy of insurance on the SS. "Oakdene," with the defendant company. On the trial the question arose whether plaintiffs applied for the insurance for themselves or for the managing owners, of the ship. The trial judge having found that the application was effective on behalf of the owners.