

and are irrelevant to the issues, or in the alternative for particulars.

H. Cassels, K.C., for defendants.

C. A. Moss, for plaintiff.

THE MASTER.—The action is for alleged “wrongful dismissal” as indorsed on the writ. This claim is enlarged in the statement of claim by setting up in the 7th paragraph that owing to plaintiff’s alleged wrong the value of certain shares of the defendant company owned by him, and for which he paid \$5,200, has been largely impaired. It is further enlarged by setting up in the 8th paragraph that, since the plaintiff’s dismissal, the defendants have asserted that his resignation was demanded on the ground of incompetence, whereby the defendants have largely injured the plaintiff in his business reputation.

The 2nd paragraph, as I understand it, is not necessarily objectionable. It is perhaps merely introductory, and might have been joined to the 3rd. The 2nd paragraph does not make any distinct complaint against the defendant company, It indicates probably the opening of the plaintiff’s evidence at the trial. I do not see how it can be prejudicial or embarrassing in that view.

Of the 7th paragraph I take a less favourable view. Between the alleged wrongful dismissal of the plaintiff and the depreciation of his shares there is no apparent connection, and none is suggested. There is no allegation, e.g., that since the plaintiff’s dismissal the shares, if offered for sale, have depreciated in the market, and that this depreciation was in any way caused by such dismissal. If the plaintiff really means to urge this as a substantial ground of damage, the defendants are entitled to have the matter made clear either by amendment or by particulars which, as was said by Vaughan Williams, L.J., in *Millbank v. Millbank*, [1900] 1 Ch. at p. 385, is another way of expressing the same thing.

The 8th paragraph, it was admitted by Mr. Cassels, “might be made into a cause of action.” I think it does already set up a cause in respect of which the plaintiff would be entitled to recover on same being proved. The complaint is of “injury to the plaintiff in his business reputation.” The defendants are, however, entitled to have such particulars of the alleged injurious statements as will enable them to shape their defence as they may think best. The matter at present is left wholly to conjecture.