

considered particulars of the plea of justification, and of what the defendant relies on to establish it.

The rest is, in my view, irrelevant, and therefore embarrassing, except clause 17 and the conclusion of clause 21, which may stand as particulars of the second allegation of which plaintiff complains.

Paragraph 7 is said to be "a further plea of justification and by way of mitigation of damages." It covers over 3 type-written pages, and sets out the proceedings before the Royal Commission on Insurance in regard to the Independent Order of Foresters and their dealings with the Union Trust Co., and gives verbatim a part of the report of the commission which deals with "the Swan River Land deal," and on which plaintiff gave evidence. Some of his letters were made exhibits, and extracts from them appear in the report.

So far as this is a plea of justification, it must be by way of particulars. After a good deal of hesitation and not without doubt, I think it may be allowed to stand in that view. In support of this Mr. Rowell relied on *Zierenberg v. Labouchere*, [1893] 2 Q. B. 183. There the defendant had published in his paper that the plaintiffs were "charity swindlers" and "impostors," and that the home which they conducted was "a monstrous swindle." The defendant pleaded generally that the statements complained of were true. Particulars were ordered to be given, and discovery for that purpose was refused. In the present case there is not the same necessity for particulars. The plaintiff has not demanded any. In allowing this paragraph to stand, I do so on two grounds: (1) because any possible ground of defence is not lightly to be excised; (2) because it cannot be embarrassing to plaintiff to be told what defendant intends to rely on at the trial: see *Millington v. Loring*, 6 Q. B. D. 190.

But, if I rightly apprehend what Odgers says, 4th ed., p. 369, anything said in that report, or by any one else, could not be pleaded in mitigation of damages. I do not find in the admitted statements of defendant any reference to this report as being his authority for his allegations about the "private rake-off in a deal with trust funds," made on his own authority only.

The allegation in paragraph 8, it was also said, should be struck out. It sets out merely that the plaintiff is a