

21 is not objected to. It sets out the agreements made between the Union Trust Co. and the Independent Order of Foresters as to the investment of the funds of the Order. The 6th and 7th treat of the plaintiff's influence with the Supreme Chief Ranger of the Order in the disposition of the funds. The 8th and following clauses give the details of certain alleged investments which, it is charged, were made improperly by plaintiff as such manager, and in which he obtained illegal commissions or other benefits for himself. Of these only the 11th relates to the matter complained of, known as "the Swan River land deal." The 13th clause sets out the history of the Great West Land Co., and plaintiff's connection with it. The remaining clauses deal chiefly with certain transfers made by plaintiff and his associates to the Independent Order of Foresters of lands which they had bought, as alleged, with the funds of the Order, through the Union Trust Co.

The 21st clause concludes as follows: "By reason of the matters aforesaid, among others, the defendant says that, so far as the said words set out in the 3rd paragraph of the plaintiff's statement of claim consist of allegations of fact, they are true in substance and in fact, and, so far as they consist of expressions of opinion, they are fair comments made in good faith and without malice upon said facts, which, by reason of the matters hereinbefore and hereinafter set forth, were and are matters of public interest."

It was objected by defendant's counsel that he could not be required to amend because plaintiff had done so. He relied on *Christy v. Ion Specialty Co.*, 18 C. L. T. Occ. N. 85. That case is only briefly reported, and was of a special character. Here, however, I do not think that anything that was a good defence before plaintiff's amendment would cease to be so now, as plaintiff has not limited his claim as was done in *Bateman v. Mail Printing Co.*, 2 O. L. R. 416. Even there the statement of defence was amended correspondingly. The plaintiff does not move against clause 5, which would be insensible if left by itself and divorced from the preceding clauses.

Therefore, if the defendant thinks it of any advantage he can retain the first 7 and the 11th clauses in toto, and also the 12th and 18th, but limited so as to relate to the Swan River matter only. So limited, these clauses may then be