ed or attempted to cheat their cane deliverers out of their just dues.

The Plaintiffs claim that this statement is untrue and defamatory to their character and damaging to their business and employment and therefore of a malicious nature, wherefore the Plaintiffs are compelled to seek redress for same and request that the Defendant be punished and compelled to pay all court expenses indemnifyingly, lawyer's fee included.

The Plaintiffs assert that the price paid the Planters is in accordance with the existing contracts and deny that any official quotation existed at the time when the price was fixed, and that therefore these prices in default of official quotation in New York were fixed according to the last official quotations in New York as provided for by the contract. The Plaintiffs admit that they, of course, were aware of the fact that sugars had been sold in New York at higher prices, but as there existed no official quotation at the time, the Sugar Exchange being closed, the prices were consequently fixed in conformity with the stipulations of the contract on the basis of the last official quotations, which were made by U. S. Government's Equalization Board, and which were quoted in the public telegrams received here at the time of the prices being fixed by the Plaintiffs.

The Defendant waives any technical defense and submits his defense based on (1) truth of the publication (2) lack of malice in making publication and (3) qualified privilege in making the publication.

The Defendant denies the allegation of the Plaintiffs that they, as Directors of the said "The West Indian Sugar Factory" are the parties who fix the price for the canes delivered by the contracted Planters in conformity with the rules contained in the contract for the calculation of the said prices. The Defendant asserts that the said contracts provide, in Paragraph 4 of Section 1 thereof:

"Payments shall be made on Wednes-
"days of every week at prices *based on*
"*quotations in New York* and on the
"import duties respectively in New
"York and in St. Croix existing on
"the Saturday preceding the day of
"payment. If for any reasons no
"*quotations* are made in New York on
"the Saturday in question, the *last*
"*previous quotations* are to be used as
"the basis for calculating the prices
"for canes delivered."

which foregoing paragraph fixed a price for cane delivered, and does not leave the parties Plaintiff the fixing of the price, and the Defendant asserts it never was the intent of the parties of the second part to said contracts, namely the cane deliverers, that the price was to be fixed by the Plaintiff, but that the price be fixed according to the terms of said contract as contained therein. The Defendant denies that the price paid the Planters is in accordance with the existing contract, and asserts that the question whether "any official quotation existed at the time, when the price was fixed", has absolutely no standing in this matter. The contracts in question do not, and never have, called for the price to be paid to the cane deliverers to be fixed upon "official quotations", and asserts that the contracts plainly call for the price to be based on quotations in New York, the words "official quotation" appear no where in said contracts. The Defendent further denies that the Plaintiffs could rightly and justly use the quotation of the U. S. Government's Equalization Board as a basis of settlement, for the sound reason that said Equalization Board had been dissolved prior to the time of settlement and the quotation of said Equalization Board then was matter of sugar history and was a dead quotation which was only favourable to the Plaintiffs and detrimental to the cane deliverers. The Defendant quotes from "The Louisiana Sugar Planter and Sugar Manufacturer" a recognized sugar journal, from page 34 of issue dated January 17th. 1920:

"The New York sugar market—at the
"end of last week sugar was reported
"firm in Cuba at 12 cents per Cubas
"cost and freight, equal to 13.04 for 96
"test, duty paid."

and from issue of January 24th 1920:

"Purchases of Sugar in Cuba at 12
"cents for 96 test, cost and freight, or
"13.04 cents duty paid, delivered."

and from issue of January 31st. 1920:

"Several of the leading sugar refiner-
"ies of New York are offering fine
"white granulated sugar at 14.70 cents
"net cash and the purchasers of sugar
"recently made at a cost equal to about
"13.04 cents duty paid, delivered in
"New York."

and from issue of February 7th. 1920:

"The New York sugar market has
"been going through the week on the
"12 cents cost and freight or 13.05
"cents basis for 96 test sugar."

The Defendant asserts that Plaintiffs received the aforesaid publication "Louisiana Sugar Planter and Manufacturer" containing the aforesaid information whereby the Plaintiffs were in a position to know that the price prevailing and quoted in New York at the time in question, was not 7.28 but rather in the neighbourhood of 13 cents which said figures and quotation then existed in New York should rightly, properly and honestly have formed the basis of settlement with cane deliverers, rather than the supposed official quotation long theretofore set by the non-existing Equalization Board. In view thereof and as, the Plaintiffs admit in their plea by stating "of course they were aware of the fact that sugars had been sold in New York at higher prices." The Defendant asserts that the words complained of by the Plaintiffs, to wit: "Knowing full well that $13.00 was the correct price" is a true statement. The Defendant further asserts that Mr. Adamsen, of parties Plaintiff, admitted at a public meeting of the Food Commission of St. Croix that he, the said Adamsen then knew that sugar was being quoted in New York at about 13 cents which assertion, however, is denied by the said Plaintiff.

The Defendant further asserts that at the time of the publication complained of he was Agronomist-in-Charge of the Agricultural Experiment Station of the Virgin Islands, and that as such it was his duty to make the said publication, and that it was made in good faith and without malice. The Defendant demands that he be acquitted in the Case and that the Complainants pay the cost.

The Plaintiffs assert that on account of the uncertainty almost panic in the sugar market, they had to be doubly careful how they acted in fixing the prices of cane to the cane deliverers but, the Plaintiffs do not deny that sugar was sold in New York during the period in issue at about 13 cents and they admit having received from Melchior & Co., New York, answer to a cable of 21st. January a. c. that Porto Rico sugar was sold at 12.75 immediate shipment.

The Court finds, that according to the produced elucidations in the case, sugar was sold in New York at the time in issue at about $13.00 per 100 lbs. 96 test Crystals, and that the Plaintiffs paid to their cane deliverers only on the basis of $7.28 for 100 lbs. of 96 test, and that therefore the Defendant's assertion about the existing price of sugar in New York at the time in question and the price the Plaintiffs paid to the Planters was true and correct. It cannot be said that the statement about the sugar prices, contained in the complained publication, is improper or unwarranted. The Court therefore finds, that the Defendant is not guilty of violation of Section 9 of the Ordinance of March 11th. 1862 as claimed by the Plaintiffs; and the Defendants request to be acquitted in this Case is therefore to be complied with. Each party pays his own cost.

It is the decision of the Court:

The Defendant Dr. Longfield Smith is acquitted for the prosecution of the Plaintiffs Folmer Andersen and P. Adamsen in this Case. Each party pays his own cost.

[s] WILH. JENSEN.

CORRECT COPY

NOTICE

Mails for St. Thomas will be closed and dispatched at 5 p. m. to-day.