willing to pay, and he detailed two officers of his force, of whom defendant Wilson was one, with instructions to see, in his capacity as a constable, that persons and property were protected. He received no directions or instructions from the company or any one on its behalf, and none other than those emanating from his official superior. He was charged with this duty about the beginning of May, and about a week before the arrest he was handed a paper of instructions (dated 9th July, 1903), by the chief constable, calling his attention to and setting forth sec. 523 of the Criminal Code, and according to defendant Wilson's own statement in evidence he acted on the last clause of that paper—the besetting and watching clause—in arresting plaintiff on 16th July.

There is no evidence that the company defendant, or any of its officers, intervened in any way with regard to the co-defendant after he was appointed to this duty in May; he was allowed to follow his own course and take such steps as he deemed expedient and proper to carry out the duty for which he had been detailed by the high constable.

In the face of this express and explicit statement of how he was appointed, and under whose directions he acted, it would be obviously improper to infer that he was acting under the authority or control of the company defendant.

According to one of the latest cases, the implication of authority in such matters as the present is not to be lightly imputed, nor is the doctrine to be extended: Cullimore v. Savage Co., [1903] 2 Ir. 589. The whole of the evidence leads to the conclusion that in this particular transaction the officer was acting not as the agent or servant of the company, but as a police officer instructed by his chief and subject to his control.

Of American cases, one is very much in point as to the circumstances of this employment—where the police officer was acting at the request of and paid salary by a private corporation: Tolchester v. Stemneys, 72 Md. 313 (1890), which was followed in the same year in Wells v. Washington, 19 D. C. 385.

Altogether I would affirm the judgment with costs.

MAGEE J., gave reasons in writing for agreeing with the Chancellor as to defendant company.

As to defendant Wilson, he was of opinion that notice of action was not proven, and that the evidence for plaintiff negatived any absence of good faith or of fair and reasonable belief that he was acting in the discharge of his duty as a peace officer.

MEREDITH, J., concurred, giving reasons in writing why the action should be dismissed as against both defendants.