

Company v. Kilmer, 2 D.L.R. 306, 20 W.L.R. 892, specially referred to.

Jones, Pescod & Adams, for the appellant. *McCarthy, Carson & McLeod*, for the respondent.

Stuart, Simmons, and Walsh, JJ.]

[Dec. 19, 1912.

ELLIS v. FRUGHTMAN.

Damages—Penalty or liquidated damages—Wrongful dismissal—Stipulated damages.

Where a contract contains a provision that either party to it may terminate it on payment of \$500 to the other party, said amount may be either a penalty or liquidated damages; such question is one of law to be determined by taking into consideration the intention of the parties from the language used and the circumstances of the case taken as a whole as at the time the contract was made.

Law v. Local Board of Redditch, [1892] 1 Q.B. 127, referred to.

C. C. McCaul, K.C., for defendant, appellant. *G. A. Grant*, for plaintiff, respondent.

Flotsam and Jetsam.

LETTER-BOX OUTRAGES.—There is very little doubt that the misplaced leniency shewn to the women convicted of offences in connection with the militant suffragist propaganda has been largely responsible for this last outbreak of female hooliganism, and short shrift should be given to any persons convicted of this latest form of violence. Under s. 61 of the Post Office Act, 1908, placing injurious substances in letter-boxes is punishable on summary conviction by a fine of £10, or on conviction on indictment with or without hard labour for twelve months. The time has now arrived for compelling these women to serve their complete sentences, and to let them take the full consequences of their starvation tactics in prison. The militant movement has proved a good thing for many of the so-called leaders, but these and their hysterical followers should be made to feel the utmost rigour of the law.—*Law Times*.