

HON. SIR GLENHOLME FALCONBRIDGE, C.J.K.B.:—  
There was abundant evidence supplied by Miller and by plaintiff's own admissions to justify a charge, if not of active disloyalty, certainly of a feeling of unrest and dissatisfaction which would not be consonant with the discharge of plaintiff's highest duty to his employers and which would reasonably lead Harold to the belief that plaintiff's usefulness was gone or seriously impaired.

It seems to me further that plaintiff acquiesced in his own dismissal. He made no protest at the time (August, 1912), and he went on and asked for and was paid his bonus of \$120 by cheque enclosed in a letter of 18th September from Harold to "Dear Billy."

On 9th October plaintiff writes to Harold about some stock held by plaintiff in defendant company (which stock had been allotted to him by them on 1st April, 1912, as a bonus for past services) and there is no hint in this letter of any further claim.

Then in a letter of 18th November he puts forward this claim.

There are, however, circumstances in the case which lead me not to impose the penalty of costs on plaintiff.

Action dismissed without costs. Thirty days' stay.

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HON. MR. JUSTICE LATCHFORD.

JUNE 2ND, 1913.

### TUCKER v. TITUS.

4 O. W. N. 1402.

*Contract—Rescission of—Conduct Affirming — Action of Deceit—  
Amendment Refused.*

LATCHFORD, J., dismissed an action claiming the rescission of certain agreements upon the ground of fraud and misrepresentation, holding that plaintiff with full knowledge of the facts, had acted so as to affirm the contracts.

*Stocks v. Boulter*, 22 O. W. R. 464; 47 S. C. R. 440, referred to.

Action for the rescission of certain contracts on the ground that they were induced by fraud and misrepresentation.