he, Morang, replied that he would not pay royalty—"would not think of it."

Although there was no reply to that letter, and no satisfaction when the matter was referred to in conversation, plaintiff did not follow the matter up, but continued to accept the $20 a week down to November, 1902, when he asked for more money, and Mr. Morang agreed to give him $125 a month. Plaintiff says this was increased "advance" on account. Mr. Morang says it was simply an increase of salary, he being always willing to treat plaintiff liberally. This continued until May, 1903, when plaintiff's services were dispensed with.

According to the evidence of Mr. Morang, plaintiff made no complaint except that he should get a month's notice or a month's additional pay in lieu of notice. Defendants gave to plaintiff pay for the additional month, intending it to be in full, and in corroboration of the evidence for the defence upon that point the cheque is produced, dated 18th May, 1903, for $125 "in full to date." Plaintiff says it was understood that the receipt of this cheque was not to prejudice his claim. Defendants say there was no such understanding, and further that plaintiff was not then putting forward any further claim.

In determining, upon the evidence of plaintiff and Mr. Morang, what the bargain really was, the ability, habits, and resources of plaintiff, at the time of his application for employment, are important factors. The evidence as to these gives a needed explanation of why such an engagement as Mr. Morang states, should be accepted, and gladly accepted, by plaintiff. Fair inferences in corroboration of Mr. Morang's evidence may be drawn from the letters of plaintiff. . . .

The publication of the geographies as set out in the statement of claim may be accepted as substantially correct. Plaintiff was a consenting party to the agreement between defendants and the MacMillan Co., New York, for the publication in Canada of the school geographies based on the text of Tarr and McMurray's geographies—and these were to be published by defendants after they were made by plaintiff's work suitable for Canadian schools. So plaintiff cannot now be heard to complain of defendants doing whatever may be necessary to carry out that agreement. Defendants are bound to pay a royalty to the MacMillan Co. on these books. I find, upon the evidence, that the copyright of the new or original work of plaintiff in these books, so far as it