

was about to remove it again. He had forbidden the mortgagee to remain upon the boat. He intended to use the boat without insurance, notwithstanding his agreement to insure. The refusal of the insurance company to carry the risk, and the experience that Holden had had with Truesdell, abundantly justified him in feeling "unsafe and insecure," within the meaning of the mortgage. Even if Holden had taken possession in violation of the understanding that he was not to seize, this would not justify Truesdell in his conduct. Not only was there reasonable and probable cause for the institution of a prosecution, but the failure of that prosecution reflected no credit upon the administration of justice in Collingwood. The suggestion that Holden acted improperly because "he desired to obtain the boat or his money" seemed quite untenable. The owner of property is entitled to resort to the criminal law for its recovery; and his desire to recover his property does not deprive him of protection if the circumstances justify the prosecution. In that view, the action failed; and the result was the less regrettable because the assessment of damages at \$500 was, in the circumstances, absurd. Truesdell was in custody for about seven hours only before he secured his liberation; his conduct was not free from blame; and, in allowing as large a sum as they did, the jury must have been actuated by some improper motive. Action dismissed with costs.—In the second action—for damages for being deprived of the use of the boat for five days—Truesdell entirely failed. Holden had a right to possession. If Truesdell was entitled to recover at all, his damages should be assessed at \$30. Besides this, at his own instance, the boat was held in the custody of the police for most of the time which elapsed from the time Holden took possession until Truesdell again stole the boat. This action was also dismissed with costs.—As to the third action, the shipbuilding company, the defendant, found itself in possession of the boat as bailee of Holden, and should have returned the boat to him. It was negligence on the part of the company to place the boat in the water and leave it unguarded and in a position from which it might readily be removed; and for this negligence the company must answer to Holden. Judgment for Holden against the company for the damages sustained by him; to be limited by the value of the boat or by the amount due upon the mortgage, whichever may be least. Upon payment, Holden to assign his mortgage to the company; and if, within two weeks, the company offers to restore the boat to Holden's possession, the company to be relieved from liability. Stay for twenty days