pay. It was an error on my part. And he said, "Oh, that is more than I was deducted," so I said, "All right then, I will give you what you were deducted," and I paid him back, I think it was $1.45, and as soon as he accepted that, I said, "Now, I don't want you here any more," and he turned around and asked me if I meant to discharge him, and I said "yes."

Plaintiff afterwards offered his services, but defendants refused them, and persisted in the dismissal.

Defendants in their statement of defence justify the discharge of plaintiff because plaintiff was "incompetent, dilatory, and negligent in fulfilling his duties, and because he refused to pay for the damages sustained by defendants as the result of his incompetence and negligence.

Unquestionably the real reason for plaintiff's dismissal was that he made his complaint through a firm of solicitors, and would not withdraw the solicitors' letter.

Plaintiff had the right personally to complain of the deduction, and to remonstrate against being compelled to pay for alleged negligence or incompetence in doing the work. I am not expressing, nor am I in a position to give, an opinion upon the merits, as to whether plaintiff was legally liable to pay the $1.45 or any other sum for defective work, but plaintiff had a right to put forward his side of the case, and if he could do it personally, he could do so by an attorney. I am, therefore, of opinion that the real reason for or cause of plaintiff's dismissal was insufficient to justify it.

Defendants now say that they are entitled to rely upon plaintiff's incompetence as good cause for his dismissal, even if the attorney's letter was, in itself, entirely insufficient.

The difficulties in the way of this defence are: 1. The evidence, in my opinion, is not sufficient to establish plaintiff's incompetence to do the work for which he was employed under the agreement signed after he came to Toronto, or even under the agreement made in England, if that agreement was not wholly superseded by the later one. 2. Defendants had full knowledge of plaintiff's skill, if not before, certainly when, he made the miniature-case, and they retained him after that in their employment. They could not do this and afterwards turn him away for that fault without anything new. McIntyre v. Hockin, 16 A. R. 498, is in point in plaintiff's favour.

Assume that "the condonation is subject to the implied condition of future good conduct, and whenever any new misconduct occurs, the old offence may be invoked, and may be put in the scale against the offender as cause for dismissal," can it be fairly urged that complaint, orally or by letter of employee or his solicitor, if courteously made, of a