

honesty. The importance of securing the adoption of the lubricant by these railways was quite manifest to the company. Carveth was told to devote himself to the street railway and let all else go; and while in the result nothing was accomplished I am not sure that he was entirely to blame.

It is to be borne in mind that the hiring was for a year certain, to be continued for another year if the company was satisfied. The position was such when the dismissal took place in August, that the company might well with perfect honesty say that the situation was not satisfactory; but they had not by the agreement reserved to themselves the right to dismiss at any time if dissatisfied.

I do not think there was any such incompetence or misconduct as would justify dismissal. The result was not as satisfactory as either Carveth or the company hoped for; and the company made up its mind to change the mode of carrying on its business and to close the Ontario office and concentrate their endeavours on the obtaining of a foothold elsewhere. As a matter of business policy this was probably wise; but this did not entitle them to take the course they did with the plaintiff. In every such hiring, where the master does not expressly reserve the right to dismiss at any time, the employee is taken to some extent for better or for worse. There must be as I understand the cases, more than mere dissatisfaction with the result; there must be incompetence or misconduct.

It is significant that in this case there is not throughout the correspondence, voluminous and extensive as it is, any complaint. The expense accounts were regularly sent in. No doubt these included expenses for cigars and entertainment to those engaged with the two companies in question. The employees of these companies were no doubt put to some inconvenience and were no doubt asked for favours, so these expenditures were not without reason, but beyond that they were the very things contemplated by the expression "legitimate expenses," and there never was any objection to what was being done, until the defendant company decided to change its plan of operations. The evidence of the defendants' representatives was most unsatisfactory.

The question as to the plaintiff's right to sue in Ontario was raised at an early stage and a conditional appearance