

JACOBS V. GLASSCO LIMITED—BRITTON, J.—JAN. 4.

Master and Servant—Dismissal of Servant—Action for Damages for Wrongful Dismissal—Findings of Fact of Trial Judge.]—Action for damages for wrongful dismissal, tried without a jury at Hamilton. The plaintiff alleged that he was employed by the defendants for a term of 5 years from the 1st April, 1912, at a salary of \$1,800 per annum, and that he was to receive, in addition, a bonus of 50 shares of the fully paid-up common stock of the defendants of the par value of \$100 for each share. The defendants denied the alleged agreement and pleaded the Statute of Frauds. The learned Judge finds, upon the evidence, that the hiring was by the month; that the plaintiff was paid a month's salary in addition to his salary for the time he served; that the plaintiff was given 10 shares of stock; and that he served for less than two years, but more than one year. Action dismissed with costs. D. O. Cameron, for the plaintiff. C. W. Bell, for the defendants.

CANADA STEAMSHIP LINES LIMITED V. STEEL CO. OF CANADA LIMITED—BRITTON, J.—JAN. 4.

Contract—Carriers—Action by, for Freight—Deduction of Sum for Damages—Failure to Prove Damages—Judgment for Amount Due for Freight without Prejudice to Future Action.]—During 1913 and 1914, the plaintiffs, common carriers, carried a large quantity of iron and steel shipped by the defendants and consigned to divers persons, firms, and corporations at different ports. After the close of navigation for 1913, differences arose between the parties in reference to claims put forward by the defendants against the plaintiffs for losses occasioned by the negligence of the plaintiffs. There were negotiations, but no final settlement was arrived at. A temporary arrangement was made, as shewn by a letter of the 29th May, 1914, written by the plaintiffs to the defendants as follows: "In consideration of your paying our freight bill for the year ending close of navigation, 1913, and our inability to pay certain of your claims . . . we hereby authorise you to retain from freight charges due us for 1914 a sufficient amount to cover your unsettled claim against us." This was accepted by the defendants, and the freight charges for 1913 were paid. The plaintiffs continued to carry goods for the defendants during the season of 1914; and the