

loan of \$350, and his undrawn salary until paid. (3) The plaintiff cannot complain of wrongful dismissal, for, though he was probably right in objecting to have the entry made in the books as directed by Brandt, the company's manager, his unreasonably violent language at that time and his general refusal to obey the orders of the manager justify his dismissal. (4) The defendants not having given notice of termination of the contract, which would entitle the plaintiff to require them to take the stock off his hands, and his dismissal having been warranted, he is not entitled to compel the defendants to repurchase his shares. Judgment for the plaintiff for the amount of his promissory note, the \$350 loan, his salary as above determined up to the 13th July, 1911, when he was dismissed, and interest on those amounts at 7 per cent. per annum to the date of judgment, and upon which will be applied the money paid into Court. If the parties cannot agree upon the amount for which the plaintiff is entitled to judgment under the findings, Mr. Macdonald, the Registrar at Goderich, is to ascertain the correct amount, on the basis of the findings, and to enter the same in the indorsement upon the record. The plaintiff will also be entitled to recover his general costs of the action, less the additional costs incurred by reason of two claims dismissed; and the defendants' additional costs incurred by them in respect of the said two claims beyond their general costs of defence are to be taxed and paid by the plaintiff, or deducted pro tanto from his claim and costs. C. Garrow, for the plaintiff. W. Proudfoot, K.C., for the defendants.

WALBERG v. A. C. STEWART & Co.—BRITTON, J.—DEC. 20.

Master and Servant—Injury to and Death of Servant—Dangerous Work—Defect in Plant—Negligence—Foreman—Workmen's Compensation for Injuries Act—Absence of Contributory Negligence—Damages.—Action by the widow of John Walberg, a workman employed by the defendants, contractors, to recover compensation or damages for his death, by reason, as the plaintiff alleged, of the defendants' negligence. The defendants were constructing bridges across the Kaministiquia and McKellar rivers at Fort William. The deceased was one of a gang of men working a derrick and pile-driver under the direction of one Hancock as foreman, on the 13th January, 1911. The derrick was used for the first time on that day. The work was commenced by attempting to raise one pile to put it in