

which was not done. On 1st October, defendant wrote plaintiff that unless he sent the full amount of account, defendant would have to take criminal proceedings. On 7th October, the defendant not having received a reply from plaintiff, consulted his solicitor, who, defendant said, advised that plaintiff was guilty of a criminal offence, and to have him arrested. The defendant accordingly went to Brampton, laid information before the police magistrate, who issued a warrant under which plaintiff was arrested. On the case coming before the police magistrate, the plaintiff's statement as to the deposit of the money in the bank was proved to be true, whereupon the magistrate stated that there was no ground for the arrest, and dismissed the case. In an action for malicious arrest, the jury found that the defendant believed the plaintiff had not deposited the money with the express company or with the bank, but that he had not reasonable grounds for so believing, and did not take reasonable means to prove the truth of the plaintiff's statement; and also that it was doubtful whether defendant truly represented the facts to his solicitor, and that he did not do so to the police magistrate.

Held (reversing the judgment of CAMERON, J., at the trial), under the circumstances, there was a want of reasonable and probable cause, and the plaintiff was entitled to recover.

McCarthy, Q.C., for plaintiff.

Teetzel, for defendant.

PRIESTMAN v. BRADSTREET.

Dismissal — Stock speculations.

The defendants carry on the business of a commercial agency of which the plaintiff was general manager. By the terms of his engagement plaintiff was to be paid a salary of \$5,000, and was to devote his whole time, influence and talents to the successful promotion of the business, the failure of either party to keep the agreement rendered it void. In the discharge of plaintiff's duties in rating merchants when found speculating, their rating would be lowered. The plaintiff having engaged in speculating on margins in the stock and grain exchanges through brokers and bucket shops, sunk all his private means, and had become indebted to a large extent beyond his ability to pay, and thereby brought the

company into disrepute. He was requested by defendants to give up these practices, which he refused to do, saying that if his doing so was a condition of his remaining with the company he would dissolve his connection therewith. Whereupon he was dismissed.

Held, that the company were justified in dismissing him.

C. H. Ritchie, for plaintiff.

Oster, Q.C., for defendant.

BLACK v. TORONTO UPHOLSTERING CO.

Meaning of contract — Actual first cost.

The defendants, carrying on business in manufacturing and upholstering goods, entered into an agreement with plaintiff, whereby plaintiff was to manufacture all the upholstered goods sold by defendants at an advance of eleven per cent. upon the actual first cost of goods made and shipped from Toronto, the percentage to pay cost of packing and shipping the goods, and material used as packing should be charged at cost price. The plaintiff to buy all goods required for manufacture (except such frames as plaintiff should make himself) from defendants, and the price charged for the goods should be understood as the actual first cost, and the actual first cost value of the goods so manufactured for defendants should be computed from the price charged by defendants to the said plaintiff.

Held, under the agreement, the "actual first cost" on which plaintiff was to charge an advance of eleven per cent. was the price of material used and the wages paid.

Lount, Q.C., and *Reeve*, for plaintiff.

Shepley, for defendant.

CASEY v. CANADIAN PACIFIC RAILWAY CO.

Liability for accident — Negligence.

The defendants' station at A is what was known as the side track, between which and the main track there was a platform for passengers alighting from and getting on to trains on the main track. The plaintiff had come to the station to meet a friend, and ascertaining from her that she had left her rubbers in the car, he attempted to cross over the side track and reach the platform, when the engine and tender, which had been detached from the rest of the train and were backing down the