

plaintiff's view that it was unnecessary, if not undesirable, that such a report should be made. I further find that nothing was said upon this point when plaintiff was engaged for 1905, and that, when it was casually mentioned in the conversation of 21st March, the manager expressly waived it, saying, "We'll let that go." There was nothing in this alleged insubordination to justify defendants in cancelling plaintiff's engagement.

I therefore hold that defendants wrongfully dismissed plaintiff on 21st March, 1905, in breach of their contract to employ him for the ensuing season of navigation.

If it were necessary to consider the attitude of plaintiff, apart from an express contract as to the number of firemen to be furnished him, I might hesitate—in all the circumstances, and especially in view of what had taken place in 1904 in regard to the number of men to be employed in the engineer's department—to hold that the demand of the manager that the boat should be operated with 3 firemen was of such a character that refusal by plaintiff to accede to it would justify his dismissal. The failure of the manager to communicate this very important proposed change to the engineer when engaging him in January, wholly unexplained as it is, was, in the circumstances, I think, unfair, and would go far to justify plaintiff's refusal to accede to it 2 months later, when he was very much at the mercy of defendants for the season of 1905. But the express term of plaintiff's contract renders it unnecessary to pass upon this aspect of the case.

It remains to consider the quantum of damages recoverable. Plaintiff, after crediting moneys earned from various sources, now claims \$569.31. . . .

Defendants urge that had plaintiff acted promptly upon receipt of their letter notifying him of the proposed change in the number of firemen, he could have obtained other employment and would have sustained no damage. When plaintiff received this letter he was in Cleveland. He intended returning home in a short time, and was in fact in Collingwood on 21st March. There is much to explain and excuse his failure to answer this letter. His course was by no means unreasonable. Moreover, he was not obliged to anticipate that defendants would adhere to their avowed intention to