

Their Lordships think that the respondent was quite right in the view that he took as to the effect of those resolutions, and in asserting that the position he occupied under the contract was such as to relieve him from obedience to their terms. If the company had answered by saying that in these circumstances they would rescind the resolutions, no question would have arisen, but they took no such step, and there can be no doubt that the real issue in this case is whether or not the respondent is bound to continue to serve the company under these altered terms of service, or whether he is entitled to rely on the terms as they originally were made. The company have alleged that they are ready and willing to pay him his salary. That would be a very relevant and material matter on the question of damages if they had been ready and willing to continue to pay wherever he went, but they are only ready and willing to pay if the respondent continues in their service upon the terms of the original contract, as modified by the resolutions, and to that he is not bound to submit.

Their Lordships therefore think that the Company, by their action in passing and adhering to the resolutions of the 3rd February, 1913, committed a breach of this contract, entitling the respondent to assert that the contract at an end, and justifying him in maintaining the suit for damages, in which he has succeeded.

Their Lordships therefore think that this appeal should be dismissed with costs, and they will humbly advise His Majesty accordingly.