

defendants would increase his salary from \$900 to \$1,000, he would agree to run the boat with 4 firemen and without an oiler." This was assented to by defendants' manager, Mr. Gildersleeve, who states that the written contract was not abrogated, but that defendants agreed to give plaintiff \$100 as a bonus for 1904, in consideration of his dispensing with the oiler.

I find as a fact that the contract at \$900 was rescinded and abandoned, and a new oral contract made, by which plaintiff was for the season of 1904 to receive a salary of \$1,000 (not \$900 plus a bonus of \$100), and that a term of this contract was that plaintiff should have 4 firemen in his department, in lieu of 4 firemen and an oiler as theretofore.

In January, 1905, defendants offered plaintiff another steamer, but, upon his expressing a preference "to go on the 'Collingwood' again on the same terms as last season," he was advised by letter of 21st January that "as you have made a choice of the 'Collingwood' you are booked for her on the same terms as last year."

By letter, which he received about 1st March at Cleveland, plaintiff was for the first time informed by defendants that "we only intend to carry 3 firemen on the 'Collingwood.'" Plaintiff, intending to be in Collingwood early in March, did not write in answer to this letter. He reached Collingwood on 21st March and had some discussion with the manager about the proposed reduction in the number of firemen. Alterations in the method of handling ashes and in the appliances for opening and closing the boiler valves were suggested by the manager with a view to rendering the services of a fourth fireman unnecessary. Plaintiff thought that these changes would not be satisfactory, and insisted upon his contractual right to have 4 firemen. The manager insisted upon plaintiff undertaking to work with 3 firemen, and, upon his final refusal to do so, informed him that his "contract was cancelled." I find that this cancellation by the manager was solely because of plaintiff insisting upon his right to have 4 firemen for the season of 1905, as he had in 1904. It was suggested that a refusal of plaintiff to promise to report to the captain for inspection of his department, as demanded by the manager, amounted to insubordination justifying his dismissal. I find that when this question came up in . . . 1904, the manager, tacitly if not expressly, acquiesced in