

with stealing milk from him. His story is that Mrs. Connors, the plaintiff, had been milking for him night and morning; that one Smith had told him that the plaintiff was stealing milk from him, and that he had seen her do this many times. He also says that one White told him that he (White) had seen her stripping the cows after she had got through milking them and taking the pail away, although he (White) could not say what she had done with it—"he (White) said something about her having a bottle under her coat which he used to see her fill near the feed-box.

The defendant says that he consulted a solicitor and told him what he had been informed by Smith and White; and was advised that it was a case for a summons. The solicitor, when called, corroborates the interview and advice.

Were there no more in the case, it would be plain that there was no absence of reasonable and probable cause. But it also appears that the solicitor was consulted as early as November, as on the 25th November, 1910, he wrote the solicitor for the plaintiff's husband (who was making a claim for her wages against the defendant): "Milk was taken almost daily by Mrs. Connors, and which she has never paid for: now this may be put down to stealing, or it may be that she intends to pay for it—if the latter, would be very glad to hear of it; and if the former, we would be very sorry for her; but there is one thing sure, that we have absolute proof of what I am saying. If your client is satisfied, without prejudice, to accept \$5, my client is ready to pay it, and he does not hope to have anything more to do with Mrs. Connors." On the 2nd December, 1910, the same solicitor writes the plaintiff and her husband offering \$5 in full of all claims, and adds: "All I can say is that Mr. Reid has two witnesses who will swear that they say you take milk, not once but many times; and, if there is any more trouble or Mr. Reid is annoyed any more, he will see what he can do, and will have these witnesses summoned to Court, as well as Mrs. Connors." Again on the 12th, the same solicitor writes the solicitor for the plaintiff and her husband: "I note what you say in your letter about accepting the \$5 we have offered it (sic) to your clients in settlement of the account. We will defend any action that you bring. I might just add that, if Mr. Reid has any more trouble, then other proceedings will be taken, but he is not looking for trouble unless he is forced to do it. I might just add that I have two witnesses who will prove the contention that I raised in a former letter. There is no doubt in my mind of the fact that Mrs. Connors took milk that she was not entitled to,