

ante 379, affirming order of Master in Chambers, 6 O. W. R. 933, directing distribution of fund in Court.

G. A. Stiles, Cornwall, for appellant.

E. C. Cattnach, for defendant McCullough.

W. E. Middleton, for plaintiff.

THE COURT (MULOCK, C.J., ANGLIN, J., CLUTE, J.), dismissed the appeal with costs, but without prejudice to any action which any creditor of the firm of Croil & McCullough may be advised to bring.

ANGLIN, J.

MARCH 24TH, 1906.

TRIAL.

ROBERTSON v. NORTHERN NAVIGATION CO.

Master and Servant—Contract of Hiring—Breach—Wrongful Dismissal—Attempted Alteration in Terms—Justification for Dismissal—Damages—Lack of Promptitude in Seeking other Employment—Impossibility of Performance of Contract—Destruction of Ship for which Plaintiff's Services were Engaged.

Action for damages for wrongful dismissal of plaintiff from the employment of defendants as chief engineer of the steamer "City of Collingwood." Plaintiff alleged that he had been employed by defendants in and before 1904, and had been engaged by them for 1905, but that they refused to carry out their contract.

A. G. MacKay, K.C., for plaintiff.

W. Nesbitt, K.C., and Britton Osler, for defendants.

ANGLIN, J.:— . . . In 1904 plaintiff was first engaged by written contract at a salary of \$900 for the season. In the previous year his salary had been the same, and his staff had consisted of a second engineer, 4 firemen, and an oiler. Plaintiff demurring to this, negotiations ensued between himself and the manager. Finally plaintiff proposed that "if