

The intention that the plaintiffs should sell was as clearly implied in this contract as the intention that the defendants should buy was clearly expressed.

Regina v. Demers, [1900] A.C. 103, distinguished.

The appeal should be dismissed.

BRITTON, RIDDELL, and MIDDLETON, JJ., agreed with LATCHFORD, J.

MEREDITH, C.J.C.P., read a dissenting judgment. He was of opinion that the contention of the plaintiffs was right, taking the words used in the writing, and construing it according to the law and the cases and according to common sense.

The appeal should be allowed.

Appeal dismissed with costs (MEREDITH, C.J.C.P., dissenting).

SECOND DIVISIONAL COURT.

MAY 30TH, 1919.

*SCOTLAND v. CANADIAN CARTRIDGE CO.

Master and Servant—Injury to Health of Servant Working in Factory—Absence of Ventilation—Presence of Poisonous Gases—Proximate Cause of Ill-health—Findings of Jury—Absence of Evidence upon which Reasonable Men Could Make Findings in Favour of Plaintiff—Dismissal of Action.

Appeal by the defendants from the judgment of CLUTE, J., upon the findings of a jury, in favour of the plaintiff, in an action to recover damages for injury to the plaintiff's health by his being compelled to breathe gas fumes while at work for the defendants in their munitions factory, in a room said to be without ventilation.

The appeal was heard by MEREDITH, C.J.C.P., BRITTON, RIDDELL, and MIDDLETON, JJ.

Strachan Johnston, K.C., and H. A. Burbidge, for the appellants.

W. S. MacBrayne, for the plaintiff, respondent.

MEREDITH, C.J.C.P., reading the judgment of the Court, said that the action was based upon an alleged breach of duty under the common law and also under the Factories Act; at the trial an amendment was made extending the claim to one under the Public Health Act also.