

District No. 1, that plaintiff was employed under the terms of the written agreement at the time of his dismissal.

2. Under the reservation in the contract, defendant had the right to discharge plaintiff at any time provided he exercised the right bona fide and without malice.

MEAGHER, J., dissented.

J. T. Ross and F. T. Congdon, for appellant. W. E. Fulton, for respondent.

Full Court.] *INGLIS v. HALIFAX ELECTRIC TRAM CO.* [March 14.
Electric Tram Co.—Action for damage caused by negligence of motorman
—Question of speed a matter for jury.

Plaintiff's driver, who was proceeding in the same direction as a tram car owned by the defendant company, stopped his cab and allowed a passenger to alight. He then turned and attempted to cross the track upon which the car was running, about two car lengths ahead of the car. The motorman, who had been ringing his gong, when he saw the cab turn across the track, put on his brakes, but, seeing that he could not stop in time to avoid a collision, released the brakes and applied the current the reverse way. A collision having occurred, and an action having been brought by plaintiff to recover damages for the injury done to the cab, the jury found that the car was running at too high a rate of speed, and that the motorman was negligent in failing to apply the brakes or reverse the current in time to avoid the accident.

Held, dismissing defendant's appeal, that the question of speed was one for the jury, and that there being evidence to support their finding, that the court should not interfere.

W. H. Covert, for appellant. W. B. A. Ritchie, Q.C., for respondent.

Full Court.] *THE QUEEN v. MOSHER.* [March 14.
Criminal court—Order granted by judge sitting at—Power of court in
hanc to review or discharge—Case for order nunc pro tunc.

At the autumn sittings of the criminal court at H., a bill was preferred against defendant for assault. The bill was ignored by the grand jury, and defendant thereupon made application for an order to compel the payment of certain costs by the prosecutrix. Judgment was reserved, and on the 8th October the court adjourned sine die. On the 10th October the learned judge filed with the officer of the court a memorandum allowing costs against the prosecutrix, and an order was thereupon drawn up, bearing date October 8th, ordering the payment of costs by the prosecutrix, the amount to be determined by the judge by whom the order was granted, on appli-