

Ingram's lease from the time the plaintiff's lease took effect, the 1st December, 1916, until its termination by effluxion of time or otherwise; declaring that the agreement, if any, made by the defendant Reaume with Ingram, whereby the rent reserved under the lease to the latter was reduced, was in derogation of the defendants' grant to the plaintiff; and adjudging that the defendants shall pay to the plaintiff \$100 a month on the first day of each and every month from December, 1916, until such time as Ingram shall vacate. In the alternative, if the plaintiff prefer, he may have a judgment setting aside the lease and for repayment of the sum of \$200 paid by him to the defendants, with interest from the date of payment, and with such damages only as in that event he may be entitled to. If the parties cannot agree upon the damages, and the plaintiff elects the alternative relief, there will be a reference to the Master to ascertain the damages. In either case, the plaintiff will have his costs of action as against the defendants.

FERGUSON, J.A.

JUNE 29TH, 1917.

GOLDBOLD v. PURITAN LAUNDRY CO.
LIMITED.

*Master and Servant—Wrongful Dismissal—Action for—Defences—
Misconduct—Insolence—Evidence—Contract—Validity—Com-
pany—Execution of Document under Seal—Signatures of
President and Secretary—Part Performance—Damages—Costs.*

Action for damages for wrongful dismissal, the hiring being by a written contract made in May, 1915.

The action was tried without a jury at Toronto.

R. H. Greer, for the plaintiff.

F. J. Hughes, for the defendants.

FERGUSON, J.A., in a written judgment, said that the charges against the plaintiff of mismanagement, incompetency, and misconduct had not been made out.

In reference to the charge of insolence, the learned Judge said that he could not think that, because, in the course of a nagging, provoking interview, the plaintiff, thoughtlessly and in an angry outburst, advised the defendants' manager "to go chase himself" or "to take a run", it should be found that he was properly