

Mr. Reeks produced a letter written by the plaintiff while he was still in the defendants' employ, to an advertiser, to the effect that from March 1 all advertisements were to carry the name of Dixon & Son as the sole agents. Plaintiff said he did that both in the interests of the public and in the interests of the defendants.

Re-examined by Mr. Newman, plaintiff said that although the majority of the advertising contracts now no longer concerned the defendants, there was one advertisement, in the shape of a bill-board on Bubbling Well Road, which the defendants, unknown to Cow & Gate, would be interested in holding on to as they received a commission of \$15 on it from the advertising agency.

The case was finally adjourned at 12.40 p.m., his Lordship remarking that as the Court calendar was full at the moment he was unable to advise counsel when the hearing could be continued. They would be notified in due course, and as soon as the Registry could set a date.

**Claim for Month's Salary**

**E. O. S. CHRISTENSEN v. FROST, BLAND & CO.**

*Before Judge P. Grant Jones*

COUNSEL: Mr. K. E. Newman for Plaintiff;  
 Mr. H. A. Reeks for Defendants.

"Inaccuracy is a disease of the younger generation," commented Judge P. Grant Jones in the course of a case brought by a youthful plaintiff against his former employers. The plaintiff, Mr. E. O. S. Christensen, had had some difficulty in definitely establishing certain dates, and was forced to alter his statement once or twice during the case, which was brought against Frost, Bland & Co. in H. M. Supreme Court on Monday, May 11, and was finally adjourned *sine die*.

In February, 1936, commenced Mr. Newman, a travelling representative of Cow & Gate, Ltd., for which the defendants were then sole agents, came to Shanghai; the agency was soon afterwards taken away from them and given to H. C. Dixon & Son, Ltd. Plaintiff was then employed by the defendants, his work being mainly in connection with the pushing of sales of Cow & Gate products. On February 12, Dixon & Son approached the plaintiff, and asked him to join them. He asked the directors of Frost, Bland & Co. to release him at the end of the month, but was informed that they required one calendar month's notice from March 1. In the middle of March, he was suddenly dismissed, and accordingly now claimed the sum of \$250 for March salary.

In the witness-box, Mr. Christensen said that when he asked Frost, Bland & Co. to release him, the directors appeared to be either "annoyed or hurt." Whereas before his work had been almost entirely of an outside nature, during March he was ordered to remain in the office during the normal office hours; he obeyed all orders given him, although he admitted he was a trifle unpunctual.

**"Whittled Pencils"**

Cross-examined: He had received all his experience in this line of work whilst in the defendants' employ. He left them as the opportunity given him was an excellent one; he was now earning \$400 a month. He admitted that during March he did not do a great deal of work, and occasionally sat and "whittled pencils," but said this was because there was not enough work in the office to keep him busy, and he could not sit there and do nothing.

Mr. Reeks then produced a lengthy report by a local private detective agency, detailing the plaintiff's movements from February 17 to February 24, and which had been secured mainly in connection with a case in England against a third party.

Mr. Reeks:—On February 22 you went to the 3 o'clock performance at the Cathay Theatre?

Plaintiff:—I don't remember.

Mr. Newman (after hurriedly consulting a calendar):— That was a Saturday!

"That was rather unfair, Mr. Reeks," commented his Lordship, "We all go to cinemas on Saturday afternoons!"

Plaintiff contended that certain other portions of the report were entirely inaccurate.

An argument between Mr. Reeks and Mr. Newman then arose regarding the admission of the contents of a certain letter, the former affirming, the latter denying, that it could be put in.

**Advertising Contracts**

In reply to further cross-examination, witness said that the advertising for Cow & Gate products was paid for by the agents, who were reimbursed by the manufacturers