of the commission on prospective sales during the balance of the term.

By the terms of the contract the plaintiff was bound to serve for three years. He had served for almost two-thirds of the period, and his earnings in commission during the actual service are proved, and amount to a large sum, so large indeed as to clearly shew that from that source, and not from his fixed salary of $20 per week, he was to derive the chief consideration on his part for entering into the contract. This is also indirectly shewn by the fact that immediately after his dismissal he was employed by the new company at the large fixed salary of $3,000. It would be at least an illogical result to hold the defendants liable for the $20 per week, and to relieve them from a much larger sum in commissions, a result to be struggled against, in my opinion, as not merely illogical but wholly unjust to the plaintiff.

The breach is clear, and admitted, and the only reason, apparently, for not permitting the ordinary consequences of adequate damages being awarded to the plaintiff, is because such damages are, it is said, too vague and conjectural, which is the question to be determined on this appeal.

Damages very seldom are capable of exact calculation, and yet I think many cases can be found in which damages have been awarded where the basis for a calculation was less certain than in this case. To begin with, there is the undisputed fact of the plaintiff's past earnings from commissions in 1898 and 1899; certainly some evidence of what he would probably have earned in 1900, and, indeed, in my opinion, strong evidence, unless affected by counter-evidence on the part of the defendants to shew that these past earnings were abnormal, or that the business had depreciated or come to an end. But we have here not merely the past earnings, but the fact that the bicycle business was continued under the new company after plaintiff's dismissal during the year 1900, but with, it is said, a diminished market. The manager for the new company puts this depreciation at about 40 per cent. of the previous year's demand; and another witness called by the defendants, at about 50 per cent. Giving credit to these witnesses, it appears to me that there is proper and even sufficient material for a reasonably correct calculation of the amount of the damages in question to which the plaintiff is entitled, having regard, of course, to what the situation and outlook were at the time of the breach in November, 1899, and which damages I would fix, after making all just deductions, at $1,000, for which he should, in my opinion, have judgment.