

named, receiving a down payment of \$1,000, and be paid from time to time further sums as he might require them. The \$1,000 was paid over, and Somerset at once set to work to carry out his contract. Some of the papers could not be reached, owing to the defendants not giving orders in time to reach them by mail. But Somerset found that it would require a very large sum to have the advertisements inserted, and on 15th December he required the defendants to advance \$7,100 more to enable the plaintiff to take advantage of all cash discounts; and said that the defendants would be asked to settle for the balance only when all accounts were got in. This was on Saturday. On the same day the plaintiff received a letter from the defendants saying that the request for \$7,100 was not in accordance with the agreement, but that the plaintiff would receive a cheque in full on Wednesday. The plaintiff at once replied, saying that he understood the arrangement was that the defendants "were willing to pay any further amount needed," and asked for a cheque for \$7,100 on Monday before 3 p.m. Somerset on the same day saw Campbell and told him what the agreement had been according to his view. Campbell controverted this, but finally promised to send a cheque before 3 p.m. on Monday. No answer to the plaintiff's letter was sent till Monday, when the defendants informed the plaintiff that they were going to transfer their account to another firm, and on the same day a letter was sent to the plaintiff by the solicitors for the defendants threatening to hold the plaintiff responsible for damages for omitting to insert the advertisement in certain papers. The letter further insisted that the contract was for the defendants to pay \$1,000 in advance and the remainder when proof was furnished of the insertion of the advertisements. Upon the receipt of this letter Somerset again saw Campbell and told him that he could not go on with the contract unless payments were made as had been agreed upon. Campbell refused, and accordingly Somerset cancelled all advertisements.

The plaintiff now sues for the amount of money paid out and to be paid out by him, as well as loss of the profits he would have made if the defendants had carried out their agreement; the defendants counterclaim for damages.

Upon the facts set out, I am of opinion that the plaintiff is entitled to recover.