

tained any order that would have been accepted for any goods from the 1st of September to the 22nd of October other than those actually sold by the defendant company and upon which the plaintiff received commission. As this contract is to pay wages, namely, a salary of \$85 a month, together with commission for the entire output for Ontario, whether sales made by plaintiff or not, I think the case falls within and is governed by *Turner v. Sawdon & Co.*, [1909] 2 Q. B. 653. The contract is to pay wages, and the employer is under no obligation to provide work. The work might not increase the plaintiff's remuneration. If it must be presumed that the plaintiff would have made additional sales, so as to be entitled to additional commission, no amount was suggested. The evidence did not establish any. I think this case is close to, but distinguishable from *Turner v. Goldsmith*, [1891] 1 Q. B. 54. Putting an end to the term of plaintiff's service was strictly within the agreement, and acknowledged by the plaintiff to be so. During the term down to the 1st September, 1911, the plaintiff was assisted in every reasonable way consistent with the carrying on of defendant's business, and was paid salary and commission to the end. This leaves the plaintiff without any good cause of action.

A great deal of evidence was put in, evidence taken upon commission and by witnesses called at the trial. I have considered it all, but no useful purpose would be served by my giving extracts from, or further commenting upon it. No doubt the result of the plaintiff's entering into this contract has been very unfortunate for him; but the damages claimed, even if there was liability on the part of the defendant company, are greatly exaggerated, and, in the main, too remote to be recovered.

This action will be dismissed, and with costs if costs are demanded. Thirty days.