

G. H. Watson, K.C., and R. D. Moorhead, for appellant.
 W. Nesbitt, K.C., and H. S. Osler, K.C., for defendants.

The judgment of the Court (MOSS, C.J.O., OSLER, MACLENNAN, GARROW, and MACLAREN, J.J.A.), was delivered by

GARROW, J.A.—The action was brought upon a contract in writing, dated 23rd December, 1897, made between plaintiff and defendants, the material provisions of which are as follows: the defendants thereby employed the plaintiff as manager of the defendants' business (which was that of manufacturing and selling bicycles), and particularly of the sales and collections department of the defendants' business, to be carried on in a certain limited and specified territory within the Provinces of Manitoba, Ontario, Quebec, Nova Scotia, and New Brunswick, with the option to the defendants at the end of the first year to extend the territory over which the plaintiff was to act, so as to include the whole Dominion—an option afterwards duly exercised.

The term of employment was to be for three years from 1st January, 1898; the defendants agreed not to sell or assign any bicycles to any person except the plaintiff, to be brought into the said territory for sale; the plaintiff agreed to organize the defendants' business throughout the whole of the said territory, and in so doing and in carrying on the same, after organization, was to adopt and maintain the system employed by the Singer Manufacturing Co., with such modifications thereof from time to time as might be in the interests of the defendants; the plaintiff was to select and appoint the necessary agents, etc., throughout the said territory, and arrange salaries, with power to dismiss and reappoint such agents, etc.; he was to travel throughout said territory from time to time and exercise personal supervision over the whole territory and the persons in the employment of the defendants, and to devote his whole time and attention to the business of the defendants, except two weeks in each year for a holiday. The plaintiff's headquarters were to be at the city of Toronto, subject to removal at the end of the first year, at the option of defendants, to the city of Brantford, where defendants' factory was situated. The business at Toronto and elsewhere throughout the said territory was to be transacted in the name of the defendants; remittances from customers were to be made to the defendants in their name to the office at Toronto under the plaintiff's management until the removal to Brantford, and out of the moneys received the plaintiff was to pay expenses, and he was to remit the balance to the defendants by depositing such balance in