

organisation and plan and system of management; and the plan and system were not, in my opinion, faulty or such as to entitle the plaintiff to damage for any alleged loss.

It is a fact that the plaintiff did not during the term of his engagement, prior to the 22nd of May, 1911, sell enough of the defendant's goods to reasonably justify the expense of retaining him in their employment. Apparently, with the exception of one commission in dispute, the defendant company has paid to the plaintiff salary in full to the 22nd October, 1912, and all commissions when such commissions fell due. If there were any commissions not due at the time of issuing the writ herein, the plaintiff is entitled to recover such, but not in this action.

It was not on the trial shewn that any such commissions were unpaid. The one in dispute is that upon a sale of manganese steel crossings to the Intercolonial Railway. The amount of this purchase by the Intercolonial Railway was \$2,200, the commission on it would be \$55.

I accept the plaintiff's statement, which was that he (the plaintiff) had heard that the Intercolonial Railway placed this order at Ottawa; and plaintiff claims the commission, as Ottawa is in Ontario. Apart from the question of the effect of limiting the plaintiff's territory, by the defendant's manager in Canada, to the line west of Ottawa, as I have mentioned, I am of opinion that the sale to the Intercolonial Railway of these steel crossings cannot be considered as part of the net turnover from Ontario. The defendant company has not raised any question as to commissions on any sales of goods which could properly be called part of the province of Ontario turnover. There is no doubt in my mind that a commission on this sale would have been paid by defendants if applied for and if suit not pending.

On the 1st of September, 1911, the plaintiff was relieved from further work under his agreement. He was told by the manager "Your holidays start from to-day and will continue until the termination of your agreement with this company; and under these circumstances we shall not pay you any further moneys for travelling expenses after to-day, which please note."

The plaintiff was asked to return all books, stationery, etc., the property of the company; and this presumably he did, as no question was raised about it at the trial.

The plaintiff was paid all commissions to the end of his term. It was not shewn that the plaintiff could have ob-