

specific time or occasion. It is, however, obvious from the surrounding circumstances, and is, moreover, admitted on both sides, that it was intended to apply to the public and private decorations which it was anticipated would be undertaken in connection with the then impending royal visit.

Defendant contends, first, that nothing in the terms of the agreement or the nature of the relations thereby established precluded him from undertaking and carrying out decorations on his own account, and, second, that it was a term of the contract, though not included in the written memorandum of it, that he should have this privilege.

Let us first examine the written document. What were Cole's duties under it to be? He was to advertise and to find room for storage, but his duties could hardly end there, nor is it contended that they did. He admits that he was to introduce Dyson to persons in Ottawa, to lend him his credit, and to canvass with him. I think it also clear that he was himself to canvass for and obtain orders when Dyson was not here. This follows from the language of the document—"work that may be contracted for directly or through us" (i.e., through Cole's National Manufacturing Company). It also follows from the necessities of the case. Dyson's main object, it seems to me, in appointing a local agent would be to have some one on the spot to represent him in obtaining orders. The dates of the royal visits to the various places in which he was operating followed so quickly on each other that the work had obviously to be carried on almost simultaneously in them all, and could not therefore have possibly been attended to by one man, excepting in a very general and supervisory manner. This seems so obvious that it must, I think, be taken to have been in the contemplation of the parties.

But, if it was defendant's duty to canvass for and obtain business on behalf of plaintiffs, it was entirely incompatible with that duty for him to endeavour at the same time to secure similar orders for his own private profit. By doing so he would be entering into competition with his principal; and placing himself in such a position as to render it practically impossible for him to carry out fairly his obligations towards that principal. The proposition seems so obvious that I deem it unnecessary to enlarge on it further.