

defendant company and that it was not because of any contention as to meeting or not the market price, but because the defendant company, being compelled to meet this price, decided to offset the loss, in part at least, by reduced expenses of sale. Judgment for the plaintiff for damages for breach of contract and the costs of the action. Reference to the Master in Ordinary to ascertain and assess the damages by allowing to the plaintiff the actual net profit which would have accrued to the plaintiff had the contract been observed and performed by the defendant company on their part, taking into account all sales made by the company from the 15th March, 1912, to the date of taking the account, and ascertaining as nearly as may be the probable sales by the company from that time until the termination of the contract-period, namely, the 14th January, 1915. Order for payment by the defendant company of the damages so found. Costs of the reference reserved. I. F. Hellmuth, K.C., and M. L. Gordon, for the plaintiff. G. H. Watson, K.C., and J. L. Fleming, for the defendant company.

CORRECTION.

In Re Ketcheson and Northern Ontario R.W. Co., ante 271, the sentence beginning in the middle of line 2 of p. 272 should read as follows: "The appellants had no choice but to appeal to the Supreme Court of Ontario, and, having chosen a Divisional Court of the Appellate Division, are, therefore, saved from the difficulty," etc.