

"I am in receipt to-day of your letter of 22nd May and beg to accept same as and from July 22nd being three months' notice to terminate my services with you ending October 22nd which is the date of my sailing and entering service with you last year and is in accordance with the "Notice" paragraph contained in your letter of September 16th, 1910."

The plaintiff states that he accepted the engagement upon the representations made by the directors of the defendant company that the company had a very large number of customers in Ontario with whom they were doing business; and the plaintiff alleges that such representation was to the knowledge of the defendant company false and untrue.

I find upon the evidence that all the representations made by the directors of the company, so far as such representations were given in evidence, were substantially true; and I find that there was an entire absence of fraud and bad faith in the negotiations which led to the plaintiff's engagement.

The plaintiff's alleged loss on this branch of the case will be found in his particulars: commission of  $2\frac{1}{2}$  per cent. on sales of \$6,000 per month, which the directors assured the plaintiff would be the turnover, less commission on actual turnover of \$1,200 per month.

Any such loss by reason of alleged misrepresentation is not consistent with plaintiff's letter of June 6th, 1911, in which the plaintiff says he would have accepted a straight salary of \$2,000 a year in lieu of \$1,000 a year plus  $2\frac{1}{2}$  per cent commission on turnover for Ontario. The difference between what plaintiff actually got in salary and commission and what he would have accepted after all representations were considered, is comparatively small.

In reference to plaintiff's complaint that the defendant company refused and delayed to fill orders procured by the plaintiff for goods, I find that while at times there was delay, such delay or refusal, if any refusal, was not intended to prejudice plaintiff but was occasioned in the management of defendant's business; and the management was reasonable, fair and prudent and within what the defendant company had the right to do. It was in the interest of the defendant company to give to the plaintiff reasonable support and assistance; and this in my opinion the defendant company did, so far as consistent with the defendant's