

J. H. Dyson to represent them in the obtaining and carrying out of contracts for house and street decorations. Dyson's operations extended to Quebec, Montreal, Ottawa, Toronto, and London, and, as he quite obviously could not see personally to all arrangements at so many different points, and as he was, moreover, a stranger in the country, his first step was to appoint a local agent in each place. Defendant was appointed agent at Ottawa; and it is over the terms of this agency that the present disputes have arisen. Defendant obtained and carried out contracts for decorations on his own behalf, without regard to plaintiffs, and for these plaintiffs now seek to make him account. Defendant, in addition to denying plaintiffs' right to this relief, counterclaims, first, for the value of certain goods supplied to plaintiffs; second, for damages for alleged loss of profits by reason of the default of plaintiffs; and third, for services alleged to have been rendered in obtaining certain rebates of customs duties.

What was the bargain between the parties? The agreement is in writing and reads as follows:—

“We, The Cole's National Manufacturing Co. of Ottawa, agree to act as sole agents for the city of Ottawa, Eastern Ontario, and the Province of Quebec, west of Montreal, for Mr. J. H. Dyson, on behalf of Messrs. James Pain & Sons, pyrotechnists, of 121 Walworth Road, London, S.E.

“We to advertise and find room for storage of decorations and illuminations as may be required.

“Messrs. Pain & Sons to pay all expenses for the carrying out of any work that may be contracted for, directly or through us, and to pay as remuneration 10 per cent. of all amounts received for public work, such as decorations, illuminations, or fireworks which may be carried out by government, municipalities, or by public subscription, and 20 per cent. on all amounts received for private work. Duty, if any paid, to be deducted before commissions are computed.

“This agreement is made this 8th day of July, 1901.

“Cole's National M'fg Co.,

“per Crawford Ross.

“J. H. Dyson,

“for James Pain & Sons, London.”

The first point that strikes one on reading this document is, that it is general in terms, and makes no reference to any