In the list furnished to the appellants the price for the articles, grinders, to be charged to them, was $32.50, and the price to the retail dealer was $43.33.

It was not disputed by the appellants that the respondent had the right to alter these prices as it might choose, but no change could of course be made which would interfere with or lessen a commission which the appellants had earned. In the exercise of this right, the respondent in December, 1915, notified the appellants that, after the 1st January following, the price to them of the grinders would be $36.

In December, 1915, an agreement was made between the respondent and the Toronto Type Foundry Company, which provided, among other things, that for 6 months beginning with January, 1916, the European connections of that company should have the exclusive sale of the respondent's Dumore Electric tool post grinders, in England, Belgium, France, and Italy, and that the price to the company would be $43.33 f.o.b. Racine, Wisconsin, but the company did not bind itself to buy any of the grinders.

Two orders for grinders were given by the Toronto Type Foundry Company in December, 1915, and there was no question as to them. Other orders were given by the company after the 1st January, 1916, and the dispute was as to these, the appellants contending that their commission should be on the basis of the $32.50 price to them, and the respondent contending that the commission should be on the $36 price to the appellants.

The contention of the respondent was right. It was clear that it was only when an order for grinders was given and accepted by the respondent that the appellants became entitled to the commission; and the commissions in question being in respect of orders given and accepted after the 31st December, 1915, the 1916 rate of commission governed.

The appellants appeared to have been impressed with this difficulty, and at the trial attempted to prove that, when the agreement with the Toronto Type Foundry Company was made, it was agreed by the respondent that the $32.50 price should govern with respect to all orders given and accepted during the 6 months for which the agreement between the company and the respondent was to continue. In that attempt they, in the opinion of the trial Judge, failed; and this Court could not say that the finding was clearly wrong.

The result reached by the trial Judge was hard upon the appellants; for it was undoubted that it was, mainly at all events, owing to their exertions that the agreement with the company was consummated. They, however, failed to protect themselves by an