

ploying them, and in what they did they acted not only reasonably but skilfully. The only serious matter was the inadequacy of the advertisement, published in two issues of three Hamilton newspapers, the sale being at Hamilton. The advertisement was not attractive or alluring; but it seemed to have served its purpose, for there was a good attendance at the auction sale of those who would be likely to buy such articles as were offered for sale; and no evidence was given to shew that on the whole an insufficient price was realised. The learned Judge was unable to find any misconduct on the part of the defendant, or that from the misconduct alleged any loss had occurred to the plaintiff. The defendant offered to forgo any claim for costs or for the balance due upon her claim, if the present judgment ends the litigation. If this is accepted, the judgment is to be accordingly. If not, the action is dismissed with costs. J. L. Counsell, for the plaintiff. G. Lynch-Staunton, K.C., for the defendant.

ROGERS V. NATIONAL PORTLAND CEMENT CO.—LENNOX, J.—

Nov. 19.

Contract—Exclusive Agency for Sale of Goods for Definite Period—Breach of Agreement—Damages—Net Profits—Reference.]—Action by Alfred Rogers to recover damages for the breach by the defendant company of an agreement to employ the plaintiff as their sole and exclusive agent for the sale of the output of their works at Durham, for a period of five years. The learned Judge finds that at a meeting of the directors of the defendant company on the 13th January, 1910, it was distinctly stated and clearly understood that the plaintiff would not accept a contract for less than five years, and that the contract was authorised by a resolution duly and regularly proposed and passed at that meeting; that the record of that resolution in the minutes was not a correct record; that clause 4 of the contract was discussed at that meeting and explained, and it was then understood by all parties to mean only that the defendant company would not be bound to supply cement to the plaintiff if the price offered netted to the company less than \$1.30 f.o.b. at the mill; and that the parties to the action had frequently dealt with each other according to that interpretation. After an elaborate examination of the evidence, the learned Judge finds that the contract was broken by the