

plaintiff that defendants have failed to provide him with decent and peaceable board as they bound themselves to do. Their treatment of plaintiff was not open to the charge which he makes against them, and I have no doubt that but for the interference of plaintiff's son Michael, there would have been no trouble between the parties. I prefer, on this branch of the case, the testimony of almost all the other children of plaintiff, who agree in saying that their father was well treated by defendants, to the testimony of Michael.

Defendants must within one month elect whether or not they will execute such an instrument as I have indicated should be executed by them, and, if they elect to execute it, it must be settled by the deputy clerk of the Crown at Sandwich, in case the parties differ as to the terms of it. If they elect not to execute it, the case may be spoken to by counsel.

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SCOTT, LOCAL MASTER AT OTTAWA.

MAY 17TH, 1904.

FEBRUARY 17TH, 1905.

MASTER'S OFFICE.

PAIN v. COLE.

*Principal and Agent — Account — Contract — Construction — Parol Variation — Competing Business Done by Agent on his own Behalf — Goods Supplied by Agent — Profits — Remuneration of Agent — Damages for Loss of Agent's Profits — Special Services of Agent — Payment for — Method of Taking Account — Burden of Proof — Disbursements of Agent.*

Action for an account, and counterclaim for goods supplied, damages for loss of profits, and for the value of services rendered. Reference to Master for trial of action and counterclaim.

J. Lorn McDougall, Ottawa, for plaintiffs.

Glyn Osler, for defendant.

THE MASTER:—Plaintiffs, whose chief place of business is in London, England, are large contractors for fireworks, decorations, and illuminations. In the summer of 1901, in anticipation of the visit to Canada of their Royal Highnesses the Duke and Duchess of York, plaintiffs sent out here Mr.