

The material terms of the agreement are as follows:—

“1. We (the appellants) shall pay you (the respondent) a commission of 5 per cent. on all accepted orders.

2. This commission shall be payable immediately the order is shipped and failing the customer paying the account we shall deduct from the first settlement with you the commission paid on said orders.

3. You shall have the exclusive agency for the province of Ontario with the above exception and at any time this agreement should cease we shall pay you on all accepted orders up to the termination of this agreement.

4. Lastly, we agree to pay you said commissions whether or not the order is sent by you direct or whether by any party within your district. We shall forward you at the end of each week a statement of all commissions due on orders received. We shall forward you a copy of each invoice as sent to the customer. We shall also keep you advised with any information in respect to all orders and send you copies of any letters we write to customers. If either of us wish to terminate this agreement we can do so by giving one month's written notice to either party. All commissions to be paid at the end of each month.”

From the above it will appear, as was the opinion of the learned trial Judge, that the provision for payment of commission “on all accepted orders” is the dominating and controlling clause.

The question is what the word “orders” means under this contract. The judgment in appeal construes it as meaning or including “contracts” whereas the appellants contend that its import is more limited, i.e., orders for particular goods given either under a contract previously made or sent in in the form of a request for a specific quantity of named paper.

I think the latter is the correct interpretation.

The appellants, in fact, apply the coating of paper, and in that sense are manufacturers of enamel book, lithographic and coated label papers. The agency is not restricted to any special kind of paper, but extends to all kinds manufactured by the appellants.

The claim in the present case is for commission amounting to \$1,491.36, being 5 per cent. on \$35,000 worth of paper, the order for which is said to have been accepted by the appellants by virtue of a contract made by them with the Buntin Reid Co., dated 4th June, 1912, less what was in fact