

to argue that the plaintiff broke the contract or that it was not a subsisting contract until the despatch of this letter, or that any difference of opinion between the defendant company and the plaintiff as to the price at which the goods must be sold was the cause of "the break." It was not; the break was because the directors, recognising that they must meet current prices, and failing to induce the plaintiff to divide his commission, decided to get rid of the plaintiff and counteract the effect of the reduced prices by disposing of their product in a cheaper way; and for this decision they take credit to themselves in a circular letter issued to the shareholders on the 14th of March.

I find that the contract in question was broken by the defendant company, and it was not because of any contention as to meeting or not the market price, but because the defendant company being compelled, as they knew, to meet this price decided to offset the loss, in part at least, by reduced expenses of sale.

The defendant's counsel is entitled to put in portions of the plaintiff's examination for discovery; and, the examination of Mr. Bruce being dispensed with, portions of plaintiff's cross-examination on his affidavit. In the latter case such other portions of the cross-examination as refer to the same subject or question will go in.

There will be judgment for the plaintiff for damages for breach of contract, and the costs of the action; and there will be a reference to the Master-in-Ordinary to ascertain and assess these damages by allowing to the plaintiff the actual net profit which would have accrued to the plaintiff had the contract been observed and performed by the defendant company on their part, taking into account all sales made by the company from the 15th of March, 1912, to the date of taking the account, and ascertaining as nearly as may be the possible sales by the company from that time until the termination of the contract period, namely, the 14th of January, 1915, and an order for payment of the damages so found by the Master.

Costs of the reference reserved.

Execution stayed for 30 days.