

corresponding care with which they packed the ordinary stock, we have no doubt the volumes will arrive at Montreal in quite good condition. The sets you are now sending out from England will, moreover, have greater protection than the travellers' sets referred to, as they are to be enclosed in a strong outer case. . . .

The defendants knew that the plaintiff was active in securing subscriptions and had the right to be active in doing so until the last moment. It is true that Bond did not know of Cromarty's oversight of his "overleaf" letter, for Cromarty had said nothing of it. Must I therefore assume that Bond thought his contract expired on the 13th of November, or was it a case in which he himself was uncertain? What was the "possible activity in certain directions" referred to in the letter of the 16th November from the Winnipeg office to the head office, not once, but twice, and in such a way that I can have no doubt but that both Bond and his Winnipeg representatives expected there would be activity? Was it that they did expect that the Canada Law Book Co. would not tamely submit to the termination of its contract on the 13th of November? Did they expect that, unless they could get their circulars out by the cart-load and at once, they might be stopped? Why is it that the Winnipeg office finds so much fault with the Winnipeg post office accommodation? Surely it is because the circulars which they attempted to send out were so numerous and bulky as to be extremely unusual. I say again, why was there necessity for such haste?

The Canada Law Book Co. had been active in securing subscriptions. Butterworth & Co. had a register upon which was entered the subscriptions, and the date of entry, at London. During this very month of November the Canada Law Book Co. had ordered, in the usual way, apparently, 100 sets. Did Mr. Bond think that his circulars would have any effect upon these 100 subscribers, and upon the many other various recent subscribers? Did he think that those who were getting the thick paper edition would cast longing eyes upon the India paper edition? Did he think that he was dealing fairly with his Canadian customer, the Canada Law Book Co., when, know-