

the alleged failure to supply designs. He was quite competent to do decoration work, and, as he himself says, told Dyson so. As a matter of fact many of the designs actually adopted were sketched by him, and he, of course, both designed and carried out the contracts which he purported to take on his own account. He had in his possession plaintiffs' price list for the lending of flags, shields, etc., and Dyson had explained to him the principle on which prices were to be calculated. The latter was, in fact, simplicity itself. It consisted in fixing on an amount sufficiently large to ensure a wide margin for profit, and then increasing it to a figure proportionate to the ability and willingness of the party to pay. The correspondence, it is true, shews that Cole from time to time urged Dyson to spend more time in Ottawa, and that the latter made promises in that respect which he sometimes found himself unable to carry out. It was natural that Cole should desire Dyson to be present here for as much of the time as possible, and Dyson no doubt desired to spend as much time here as his work elsewhere would permit. But there was nothing in the contract requiring Dyson to give to Ottawa a specific amount of his time, and he has, I think, been guilty of no default, either in that respect or otherwise, entitling defendant to damages such as he now claims. Even were this otherwise, I would, on the evidence, experience the greatest difficulty in assessing any damages. The evidence offered for that purpose is by no means satisfactory, depending, as it does, on so many contingencies. Defendant speaks to some one about decorations, in the street or in his shop. He gets, perhaps, some encouragement, but does not eventually secure the order, and he thinks that, had Dyson been there to second his efforts, he might have been more successful; but does that follow? Others were in the field, and plaintiffs could not be expected to secure all the business.

The last branch of the counterclaim is a claim for \$100 for services alleged to have been rendered in connection with securing a rebate of customs. A customs broker was also employed, and it is not clear what rebate was secured. The services of defendant, as he himself tells us, consisted of interviews with customs officials on four different occasions. As the rebates seem to have been on goods used elsewhere than in Ottawa, it would seem that defendant is entitled to