

The plaintiff sold no more fruit ices in cones, and lost profits which he would have made had he been allowed to continue as he had begun. He claims \$1,500 damages and the return of the \$600 which he had paid for the concessions. His sales of steak were not interfered with; and without regarding carefully his particulars of loss filed, because unnecessary in the view I am taking, I am satisfied that they are far less than the amount claimed.

In considering what Dr. Orr did, the fact must be borne in mind that the plaintiff had no rights on the defendants' property except such as were expressly granted to him. He had not the right to sell ice cream cones even as such, nor to sell fruit ices in such cones.

Upon the evidence it appears clear that to the ear of a hot and thirsty crowd the cry of "ice cream cones" conveys the impression "cones of ice cream." The refreshing delicacy was best known by one of its commonest adjuncts when sold in public places—the cone. The container by a familiar metonymy was taken for the thing contained. The plaintiff as an experienced caterer appreciated this fact I think quite as much as Dr. Orr, who realized that the cry combined with the piles of cones misled the people, as I think it was beyond question intended to mislead them. The plaintiff was bound by his contracts not to allow any representations to be made in regard to the articles sold by him which he did not know to be true, and the defendants' manager was to be the sole judge or authority in determining the propriety or impropriety of the conduct of the plaintiff or his servants acting apparently on his behalf.

Each contract also provided that the manager should in all respects have the right to decide any question of fact that might arise under it, and that he should be the sole interpreter of the contract. There are no restrictions as to the time, place, or manner in which the manager is to exercise the power the plaintiff as a party executing the agreement expressly conferred upon him.

The exhibition lasts but two weeks or three. There are many hundred concessionaires. Difficulties frequently arise which the manager has to settle and settle promptly. This the plaintiff himself had experience of in other years. There is no time for protracted investigation. The manager is bound reasonably to exercise his powers of action and interpretation. It cannot be said that he did not so exercise his