

depreciation in value of land fronting on lane, for building purposes, or for want of any right-of-way, except the loss of the right-of-way from the western terminus as found by me, for the Mothersills in the use of their farm and premises. No damage for any land laid out in lots fronting upon the lane by reason of such lots being rendered of less value owing to the construction of defendants' line of railway.

There will be judgment for the Mothersills for declaration as to expropriation of right-of-way as above stated, and for \$500 damages, with costs on the High Court scale.

The claim of Johnston will be disallowed, and action, so far as it is by him, dismissed without costs.

...ir'y days' stay.

HON. MR. JUSTICE LATCHFORD.

DECEMBER 31ST, 1913.

HOPKINS v. CANADIAN NATIONAL EXHIBITION
ASSOCIATION.

5 O. W. N. 639.

Contract—Exhibition "Concession"—Exclusive Right to Sell "Ice Cream Cones"—Dispute as to—Decision of Manager—Clause in Contract Making Manager Sole Interpreter of Same—Binding Force of—Good Faith—Domestic Forum—Action for Damages—Dismissal of.

LATCHFORD, J., *held*, that where by a contract it is provided that all questions of interpretation shall be decided by A, and the latter in so deciding acts reasonably and in good faith, his interpretation will not be reviewed by the Courts.

McRae v. Marshall, 19 S. C. R. 10, approved.

Action for damages for breach of contract.

R. U. McPherson, for plaintiff.

G. R. Geary, K.C., for defendant.

HON. MR. JUSTICE LATCHFORD:—By two agreements in writing and under seal, identical in terms, except that one is for one location and the other for another, the defendants granted plaintiff the right to sell Hamburger steak and frozen fruits on the exhibition grounds during the exhibition of 1912. Both contracts expressly except from the concessions any right to sell ice cream or ice cream cones.

There was a special reason for this exception. The plaintiff had in previous years obtained a very profitable con-