

their operations, but no agreement was reached as to the price. This action was then brought.

G. H. Watson, K.C., for plaintiff.

R. C. Clute, K.C., for defendant town corporation.

G. F. Shepley, K.C., for defendant railway company.

THE COURT (BOYD, C., FERGUSON, J.), held that the plaintiff's consent to the railway company proceeding with work on the land (though "without prejudice") precluded him from suing as in trespass. The taking possession became a rightful act, and it was not to prejudice plaintiff in getting proper compensation. But the method of ascertaining compensation was to be restricted to the statutory proceedings, which preclude a right of action in the ordinary manner. *Knapp v. London, Chatham, and Dover R. W. Co.*, 2 H. & C. 212, *Jones v. Stanstead, etc., R. R. Co.*, L. R. 4 P. C. at p. 115, and *Parkdale v. West*, 12 App. Cas. 602, referred to.

On the merits, sufficient compensation was not awarded by the judgment in appeal, as nothing was allowed for the severance of the land, and the price was not so liberal as is usual in compulsory acquisition of land, but it was not open to award more in this action as against the railway company. The judgment deals with the money paid into Court by the town corporation and declares this to be sufficient compensation. The judgment should direct that amount of money to be paid on account of the plaintiff's claim, without prejudice to his prosecuting proceedings for further recovery from the company, if so advised, and with this qualification the appeal should be dismissed without costs. There appeared to be no cause of action against the town.

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SEPTEMBER 22ND, 1903.

C.A.

LAISHLEY v. GOOLD BICYCLE CO.

*Master and Servant—Dismissal of Servant—Damages—Loss of Anticipated Commissions on Sales of Goods—Subsequent Employment during Period Originally Contracted for.*

Appeal by plaintiff from judgment of FERGUSON, J. (1 O. W. R. 566, 4 O. L. R. 350) dismissing action for breach of contract and wrongful dismissal of plaintiff from the employment of defendants as an agent for the sale of bicycles.