It seems to me it is just the same as if the appellant had taken the money in his own hands to respondents at London.

Mr. Osler also attacked the soundness of the distinction between the wording of our rule and the corresponding English rule, and invited us to overrule that case.

Even if this contention were entitled to prevail it would have no bearing upon this case, because so far I have treated the obligation of the appellant as if the rule were the same as the English rule, and the English cases were applicable to the full extent. But I desire to say that that decision was come to by a Divisional Court several years ago. It has been accepted as settling the practice in this province ever since, and has been followed in numerous cases; and it would be wrong, even if we doubted the correctness of the decision, to disturb the settled practice. One of the most unfortunate things is to have an unstable practice; better a settled practice, even though, in some cases, it may result in hardship.

I think the appeal must be dismissed.

Costs in the cause to the respondent.

The time for appearance will be extended for thirty days.

SUPREME COURT OF ONTARIO.

SECOND APPELLATE DIVISION. MARCH 11TH, 1914.

HOPKINS v. CANADIAN NATIONAL EXHIBITION ASSOCIATION.

6 O. W. N. 71.

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., 25 O. W. R. 557; 5 O. W. N. 639, *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.

SUP. CT. ONT. (2nd App. Div.) affirmed above judgment.

Appeal by the plaintiff from a judgment of HON. MR. JUSTICE LATCHFORD, 25 O. W. R. 557.