

There are in the American cases relied on by the learned Judge at the trial, all of which I have carefully perused, doubtless expressions of opinion which in themselves, and as applied to the facts in this case, would uphold his conclusion as correct.

On the other hand, I find authoritative decisions in the English reports which, it appears to me, in their facts are practically identical with the facts in the present case, in which plaintiff's legal right to recover is established.

Reference to *Rhodes v. Forwood*, 1 App. Cas. 256; *Turner v. Goldsmith*, [1891] 1 Q. B. 544; *Ogdens v. Nelson*, [1903] 2 Q. B. 57.

But the State decisions relied on do not, I think, represent a general rule of decision recognized even in the United States.

For instance, in a work often referred to and cited, the American and English Encyclopædia of Law, 2nd ed., vol. 20, p. 39, I find this summary of the law under the head of "Master and Servant," "Where damages consist of profits lost," "Where the contract has been wrongfully terminated by the master, and the resultant damages, if any, consist in profits lost, such profits are the proper measure of damages, and are recoverable if the evidence furnishes reasonable data upon which to base them; if, however, the employee has never performed any service under the contract, and there is no proof upon which such profits can be estimated, they are deemed too remote and speculative to constitute the basis of a recovery"—which seems to me to be a fairly accurate working definition, although much must always depend upon the nature of the contract, and the facts appearing in each particular case.

Upon the whole I am of the opinion that the plaintiff's appeal should be allowed with costs, and that he is entitled to judgment against the defendants for \$1,000 and the costs of the action.

CARTWRIGHT, MASTER.

SEPTEMBER 23RD, 1903.

CHAMBERS.

BROWN v. HAZELL.

Venue—Laying in Wrong County—Rule 529 (b)—Opposition to Change—Fair Trial—Prejudice—Jury—Costs of Motion.

It was admitted that the cause of action, if any, arose in the county of Wentworth, where also the parties resided.