

He sold the farm, and had since received the amount of the mortgage from the purchaser, and given a discharge. The will contained a provision that the bequests to plaintiffs should not be payable during the lifetime of defendant, "unless at his own option and free will, but shall become due and payable, with all additions of interest, when claimed after his death."

T. D. Delamere, K.C., for plaintiffs, contended that, on account of the altered circumstances, they were now entitled to their legacies.

J. H. McGhie, for Margaret Doan.

C. Swabey and F. A. Kerns, Burlington, for the executor.

MACLAREN, J.A. (sitting for a Judge of the High Court), held that the provision giving the executor the option of deferring payment of the legacies during his lifetime, was made in his case as mortgagor, and this relation no longer existing, and he having now no interest in deferring the payment of the legacies, plaintiff had become entitled to them.

Order made directing a reference to the local Master at Milton to take the accounts and to fix the compensation of the executor. The moneys in his hands to be paid into Court at once. Further directions and costs reserved.

BOYD, C.

NOVEMBER 30TH, 1903.

CHAMBERS.

NOXON CO. v. COX.

*Venue—Motion to Change—County Court Action—Contract—Clause Governing Venue—Construction—Enforcement*

Appeal by defendant from order of Master in Chambers (ante 1046), refusing to change the venue from Woodstock to Goderich and to transfer the action from the County Court of Oxford to the County Court of Huron.

A. A. Miller, for defendant.

C. A. Moss, for plaintiffs.

BOYD, C.—The contract sufficiently, though inaccurately, expresses that the venue shall be local in any action upon the contract at the option of the manufacturers. That is, it shall be tried in the locality where the head office of the company is situate, in the appropriate Court, if the company, as plaintiffs, so elect. The expression in the contract is