

shall bear his own costs. In other statutes the principle seems to be that the incidence of costs must follow the determination as to the adequacy of the offer made. This, however, does not concern me, as the discretion under this Act is vested in the arbitrators, and there is no power to review the discretion given to them.

The motion must be dismissed with costs.

MIDDLETON, J., IN CHAMBERS.

DECEMBER 7TH, 1914.

RE INTERNATIONAL HARVESTER CO. v. KERTON.

*Division Court—Territorial Jurisdiction—Place where Cause of Action Arose—Whole Cause of Action—Prohibition—Limitation—Transfer of Action to Proper Court.*

Motion by the defendant for prohibition to a Division Court in the county of Wentworth, with territorial jurisdiction in the city of Hamilton.

H. S. White, for the defendant.

H. E. McKittrick, for the plaintiffs.

MIDDLETON, J.:—The plaintiffs' office is in Hamilton; the defendant carries on business in the county of Grey. An agency contract was entered into between the parties. This contract was negotiated and signed by the defendant at his residence, but it was provided that the contract, although signed by the travelling agent of the company, in the county of Grey, should not be binding until approved at the Hamilton office. It was approved at the Hamilton office, and the goods were shipped. Some disputes have arisen as to the amount due in respect of goods received by the defendant at Grey, supposed to have been disposed of by him there.

Suit has been entered at Hamilton, and a motion to transfer the case to Grey has failed. This motion for prohibition is now made.

Under a long series of decisions upon the Division Courts Act, "cause of action" has been held to mean all material facts essential for the proof of the plaintiffs' case. Manifestly, much that took place in the county of Grey falls within this definition.