

be attacked on the ground of testamentary incapacity or duress or as containing provisions contravening the law of the domicile of the testatrix—but nothing of the kind was alleged.

Whether the domicile was changed after the making of the will was mainly a question upon the facts—a question too difficult and important to be decided on a mere motion: *Thornton v. Curling* (1824), 8 Sim. 310, 315.

The question of the succession to Mowables in New Jersey was one of law; and the administrators might, by expert opinion, ascertain the law and act upon it: *In re Moses*, [1908] 2 Ch. 235.

There must be aucillary letters of administration as to the personal property in New Jersey (if the value makes it worth while).

Order declaring that the estate, real and personal, of the testatrix is vested in the applicants as trustees, to be administered having regard to the rules of succession in New Jersey, if it appears that the testatrix had a domicile there at the time of her death. Costs out of the estate.

MIDDLETON, J.

JUNE 24TH, 1916.

***COCKBURN v. TRUSTS AND GUARANTEE CO.**

Guaranty—Salary of Sales-manager of Commercial Company—Insolvency of Company—Damages Recoverable under Guaranty for Unexpired Portion of Term of Employment—Mitigation according to Chances of Employment—Profits of Business Venture.

Action upon a guaranty. The plaintiff was employed under a written agreement of the 20th December, 1910, by the Dominion Linen Manufacturing Company Limited, as their general sales-manager, for the period of five years from the 1st January, 1911, at an annual salary of \$5,000. The payment of the salary was guaranteed by Christian Kloefer, now deceased, and another. The company went into liquidation at the end of December, 1913, while the contract had yet two years to run. The action was against the administrators of the estate of Kloefer. The plaintiff's right to recover was not disputed; the only question was, what damages, if any, he was entitled to recover.

The action was tried without a jury at Toronto.
Hamilton Cassels, K.C., for the plaintiff.
Sir George Gibbons, K.C., for the defendants.