was concerned, the whole of his duties and obligations were apparently to be performed in Portlock and its vicinity, unless the obligation to remit the proceeds of sales, either in cash or notes, involved some obligation upon his part to see that they reached the head office of the company safely.

The contract in each case concluded with the following clause: "It is further agreed that this contract shall not be valid and binding upon said company of the first part until the same is approved of by them; and also that it cannot be subsequently changed in any of its provisions by any person without the written authority of the said company." Then followed the words, in print, "Cockshutt Plow Company Limited, by . . . Traveller," and this was followed by a blank for the signature of the intended agent. Below this appeared, in print, "Approved by Cockshutt Plow Company Limited per . . ."

It was clear from the wording of the contract that, although signed by a traveller on behalf of the company and by the agent, the contract was not complete until approved by some one else on behalf of the company; and it was sworn that "the said contracts were executed on behalf of the company at Brantford," by which it was probably meant that the signature of the approving officer was appended at Brantford. No corporate seal was affixed.

By sec. 72 of the Division Courts Act (R.S.O. 1914 ch. 63), "an action may be entered and tried (a) in the court for the division in which the cause of action arose," etc. If the plaintiff cannot bring himself within this provision, then the action must be entered in the court for the division in which the head office of the defendants is situate.

The defendants contend that, as the contracts were not completely executed until they were signed by them at Brantford, part of the cause of action arose outside the jurisdiction of the Second Division Court of Algoma. It was not necessary to review the authorities on this point. They are collected in Bicknell & Seager's Division Courts Act, 3rd ed., pp. 156 et seq. The cause of action includes every fact which it is necessary for the plaintiff to prove in order to succeed. Here he sued upon the contracts. He must prove their execution by the defendants, and it was established that they were executed by them at Brantford. It was argued that the written approval of the company (without which there was no contract) might have been given somewhere else. But it was not what might have happened but what did happen that must govern. This case was much like In re Dunn v. Gourlay (1897), 17 C.L.T. Occ. N. 415, where the contract was signed by the defendants in Toronto and sent to the plaintiff, who signed it in Peterborough. A Divisional Court held that the whole cause of action had not arisen in Peterborough.

The order for prohibition must be granted, with costs.