

—he had to do just what the contract provided; but the Lord Chancellor also enunciated the principle which is to govern here, namely, “that where the parties have agreed that something is to be done in this country, some part of the subject-matter of the contract is to be executed within this country, it is a sort of consent of the parties that, wherever they may be living, or wherever the contract may have been made, that question may be litigated in this country;” and Lord Herschell, at p. 529, points out that the place of performance may be expressly or impliedly provided for by the contract. The importance of this case, however, is, that it expressly recognises and reinstates the decisions of the English Court of Appeal in *Bell & Co. v. Antwerp London and Brazil Line*, [1891] 1 Q.B. 103, and *The Eider*, [1893] P. 119, both of which go to shew that, when a plaintiff is entitled to require payment to be made in this Province, and it is not made, he is entitled to sue out a writ and serve it, under the provisions of Rule 25.

The order appealed from will be set aside with costs. The defendants will have 10 days to appear.

MIDDLETON, J., IN CHAMBERS.

DECEMBER 10TH, 1913.

RE FARRELL.

Infant—Appeal to Privy Council—Representation of Infant Litigant—Counsel Fee—Advance—Suitors’ Fee Fund—Practice—Guardian ad Litem.

Motion by the guardian ad litem of an infant, upon the consent of the other parties interested, for an order sanctioning an advance of \$2,000, or such smaller sum as should prove sufficient, to enable counsel to be retained and the infant to be duly represented upon a pending appeal to the Judicial Committee of the Privy Council.

J. R. Meredith, for the applicant.

MIDDLETON, J.:—It is proposed to have the advance made out of the funds of the estate in the first instance, but the proviso is made that, if the appeal is successful, then the amount of advance made shall be reimbursed to the trust company from the Suitors’ Fee Fund.