was entered. The existence of assets within Ontario to an amount exceeding $200 was admitted at the trial though it had been denied on the motion to set aside the service so there is now no question so far as Rule 162 is concerned.

The right to sue in Ontario is also denied upon another ground. By the contract the parties elect domicile at Sherbrooke, where the contract was made. It is said that this not only permits but compels resort to the local Court at Sherbrooke. The Civil Code art. 85 provides that in such case "demands and suits relating thereto may be made at the elected domicile and before the Judge of such domicile." Section 94 of the Code of Civil Procedure makes it plain that even within the province this does not prevent suit elsewhere as a defendant may be summoned either before the Court of his domicile or the Court of domicile elected as well as before the Court where served or in certain cases the Court where the plaintiff resides.

This falls far short of an agreement not to sue in any foreign Court to which the plaintiff might otherwise resort. Quite apart from this the right to resort to our Courts is determined by the Rules, which have the force of statutes. This is so stated in *Western Bank* v. *Perez*, [1891] 1 Q. B. 304, and probably any agreement not to resort to our Courts even when made abroad would be regarded as against public policy and void.

The plaintiff's claim is exaggerated, and I think should be confined within the bounds indicated at the trial, namely, for the period between his dismissal and the date when he secured other employment, plus the $8 due him on expense account; in all $358. I think this should be with County Court costs and without a set-off.