

statute and by-law referred to; in other words, a statutory obligation, and not a contractual one,—not one arising out of a contract express or implied, and therefore not a debt within the meaning of the Division Courts Act, and so not garnishable: see *Central Bank v. Ellis*, 20 A. R. 364. Even if it was a debt within the meaning of the Division Courts Act, it was not earned at the time of the service of the summons upon the corporation, because the service was made three days before the remuneration was payable under the by-law. Salary or wages not fully earned is not garnishable: *Wilson v. Fleming*, I O. L. R. 601, and cases therein referred to. It becomes now unnecessary for me to decide the other contention, that the remuneration is exempt on the ground of public policy. I must, therefore, hold that the remuneration due the primary debtor as alderman is not garnishable, for the reasons I have stated, and I give judgment against the primary debtor, on the note, with costs, and dismiss the claim as against the garnishees without costs.

CARTWRIGHT, MASTER.

MAY 2ND, 1903.

CHAMBERS.

HISEY v. HALLMAN.

Venue—Change of—County Court Action—Convenience—Number of Witnesses—Prejudice—Fair Trial—Undertaking to Pay Additional Expense.

Motion by defendant to change venue from Toronto to Berlin in a County Court action.

J. E. Jones, for defendant.

H. J. Martin, for plaintiff.

THE MASTER.—By Rule 1219 power is given to change the venue in County Court actions “according to the practice in force in the High Court.” What this is, I had occasion to consider in *Meiers v. Stern*, ante 392. . . . This action is brought on an agreement under seal made 21st December, 1893, by defendant with one Daly, and assigned by Daly to plaintiff. At the foot of the agreement is a memorandum in pencil, written, as it would seem, by defendant himself, and signed with his initials, which seems to be intended to guard against the setting up of the defence of fraud on which defendant now seeks to escape. This is really the sole issue in the action. . . . The defendant has had the courage to swear to the necessity of 18 witnesses at the trial to support this defence. . . . In his examination . . . he admits his signature to the agreement and to the pencil memorandum at the foot, and states that no one was present at the execution except his wife, the witness Payne, who was Daly’s agent, and some one else whose name he cannot remember. . . . The defendant denies the right of plaintiff to bring