

The appeal was heard by MEREDITH, C.J.O., MAGEE, HODGINS, and FERGUSON, J.J.A.

R. S. Robertson, for the appellant.

G. Bray, for the plaintiff, respondent.

THE COURT varied the judgment below by striking out of the award of damages against the appellant the words "substantial damages in respect of" and substituting the words "the damages, if any, sustained by reason of," and by directing that the reference as to damages shall be at large and that the Referee shall not be bound by the opinion of MASTEN, J., as to the basis on which damages are to be computed. In other respects the judgment was affirmed, and the appeal dismissed with costs.

HIGH COURT DIVISION.

ORDE, J., IN CHAMBERS.

NOVEMBER 9TH, 1920.

RE McDONALD v. COCKSHUTT PLOW CO. LIMITED.

Division Courts—Territorial Jurisdiction—Place where Cause of Action Arose—Division Courts Act, sec. 72—Contract—Where Made.

Motion by the defendants for an order prohibiting further proceedings upon a claim made by the plaintiff in the Second Division Court of the District of Algoma.

S. J. Birnbaum, for the defendants.

G. S. Hodgson, for the plaintiff.

ORDE, J., in a written judgment, said that the plaintiff, who resided in the district of Algoma, sought to recover from the defendant company, whose head office was in the city of Brantford, in the county of Brant, the sum of \$100 for commissions upon the sale of certain farming machinery, under two contracts whereby the plaintiff was appointed the defendants' agent for the sale of machinery in the village of Portlock (Algoma) and vicinity.

The contracts in question were dated respectively the 12th April, 1918, and the 6th March, 1919, and were identical in their terms, except that the first covered the year 1918 and the second the year 1919. The plaintiff was appointed the sales-agent of the defendants for the territory of "Portlock and vicinity," and was required by the contracts to perform a large number of duties and to comply with certain regulations and conditions. So far as he