

*Held*, also, that under all the circumstances the executor named in the will acted reasonably in defending the action and resisting the appeal, and he was therefore entitled to charge the estate for his costs.

*Davis*, K.C., for appellant. *A. E. McPhillips*, K.C., and *Heisterman*, for respondents.

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## North-West Territories.

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### SUPREME COURT.

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Full Court.] SASKATCHEWAN LAND CO. v. LEADLEY. [March.

*Action commenced in wrong sub-judicial district—Transfer—Chamber summons—Irrregularity—Rules 538-540.*

The decision of Scott, J., reported ante, vol. 40, p. 47, was overruled by the Full Court, which held in effect that the commencement of an action in the wrong subjudicial district was a nullity and not an irregularity, and the judge was wrong in making an order to transfer it.

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Scott, J.]

BISHOP v. SCOTT.

[March.

*Contract—Place of performance—Contract by correspondence—Tender of deed rendered unnecessary—Completion of contract.*

This was an application by the defendant to strike out the writ of summons and for the disallowance of all the proceedings in the action on the ground that it was not one in which an order for service out of the jurisdiction, under s. 18 of the Judicature Ordinance or otherwise, should have been made.

In his statement of claim the plaintiff, who resides in Edmonton, alleged that the defendant, who resides in Hamilton, Ont., contracted to sell to him a lot in Edmonton upon certain terms, and that the contract was made and concluded by correspondence between the parties by means of letters, the plaintiff's being written and posted at Edmonton and those of the defendant at Hamilton, Ont. The plaintiff claimed damages