

As to the residuary estate to be divided under clause 18, one-third of the residuary share will be payable at once to the daughter, and the remaining two-thirds will be held for the daughter, to be settled upon her marriage, as already indicated.

The share of the son is similarly dealt with. Under clause 15 he has a life interest in the \$200,000 fund, and he would take immediately and absolutely a one-third interest in his double portion of the residuary estate; the remaining two-thirds being held in trust.

I do not understand that I am now asked to determine whether under the will the son is absolutely entitled to the whole share to be held as indicated.

I am, however, asked to determine the effect of clause 22. I think it is the duty of the executors, before paying to the son the income from the additional \$100,000 given him under clause 15, to ascertain from time to time whether he is fulfilling the obligation imposed upon him by the will of keeping up Glen Edyth as a gentleman's residence.

A question is asked with reference to taxes and insurance. There does not appear to be any dispute about this. The son is ready to assume and pay the taxes from the date of his mother's death. This is, I think, the extent of his obligation.

Costs to all parties will come out of the estate.

MIDDLETON, J., IN CHAMBERS.

OCTOBER 4TH, 1913.

MARTIN v. McLEOD.

Venue—Change of—County Court Action—Transfer to District Court—Application of one Defendant—Judgment in County Court against the other Defendant—Effect of—Practice.

Appeal by the defendant J. T. McLeod from an order of DENTON, Jun. Co. C.J., refusing to change the venue from Toronto to North Bay and to transfer the action from the County Court of the County of York to the District Court of the District of Nipissing.

J. H. Craig, for the defendant J. T. McLeod.

R. G. Agnew, for the plaintiff.

MIDDLETON, J.:—Upon the material the action is one which ought to be tried at North Bay, and this was the view entertained