

to pay plaintiffs' costs and costs of defendant Irwin. Plaintiffs to pay the costs of the infant defendant, who was not a proper party.

CARTWRIGHT, MASTER.

NOVEMBER 26TH, 1903.

NOXON CO. v. COX.

Venue—Motion to Change—County Court Action—Contract—Clause Governing Venue—Construction—Enforcement.

Motion by defendant to change venue from Woodstock to Goderich and to transfer the action from the County Court of Oxford to the County Court of Huron.

W. Proudfoot, K.C., for defendant.

C. A. Moss, for plaintiffs.

THE MASTER.—The action is on an agreement to pay a note of \$125 and give an old machine as the price of a new one. The contract states that on default in payment "suit therefor may be entered, tried, and finally disposed of in the Court where the head office of the Noxon Company (Limited) is located." (That is, in Ingersoll, County of Oxford.) . . . It was argued that the words quoted are only applicable to a Division Court . . . I do not think they are to be so restricted. It seems to me more reasonable to hold that the word "Court" is to be understood as meaning "the Court having jurisdiction" (see 3 Edw. VII. ch. 13, sec. 1 (O.)), and to be construed in reference to the contract in which they occur. . . . The parties agree that in case of litigation it shall be carried on in the Court (whatever it is, whether High Court, County Court, or Division Court) having jurisdiction over the subject matter of the action in the locality where the head office of the company is situated.

I refuse the motion on this ground, and give no opinion on the merits.

The plaintiffs are willing to let any extra expense of trial at Woodstock be to defendant in any event. This term will be embodied in the order.

Costs in the cause.