

THE MASTER:—On the material there is a preponderance of convenience sufficient to justify the order asked for.

Plaintiffs, however, rely on the usual provisions in the agreement for sale of the machine in question. These are as follows: "If any action or actions arise in respect to said machines or notes or any renewals thereof, the same shall be entered, tried, and finally disposed of in the Court which has its sittings where the head office of the said company is located." . . . Any action brought with respect to this contract or in any way connected therewith between the parties shall be tried at the town of Sarnia, and the purchasers consent to have the venue in any such action changed to Sarnia, no matter where the same may be laid." The agreement is dated 21st June, 1904.

It was contended by defendant that the motion must be granted because of the failure of plaintiffs to comply with the provisions of 3 Edw. VII. ch. 13, sec. 1 (O.) That enactment took effect on and after 1st November, 1903, and is in the words following: "No proviso, condition, agreement, or statement contained in any lien note, hire receipt, contract for the conditional sale of chattels, or other like contract, which provides that any action, matter, or other proceedings arising upon or under such lien note or contract, shall be tried in any particular place or elsewhere than in the Court having jurisdiction in the locality in which the defendant resides or in which the contract was made, shall be of any force or effect, unless there was, at the time of making or entering into the same, printed in type not smaller than pica type, in red ink, across the face of such note, hire receipt, or other contract, with the signature of the maker thereof subscribed thereto, the words following: 'Any action which may be brought or commenced in a Division Court in respect or on account of this note, hire receipt, or contract, may be brought and commenced against the maker or person liable hereon in a Division Court other than where he resides or in which the contract was made;' provided, however, that this section shall not apply to any lien note, contract for the conditional sale of chattels, or other like contract, heretofore signed or executed."

Had it not been for this statute, the motion must have failed, as it would have been governed by the decision in *Noxon Co. v. Cox*, 6 O. L. R. 637, 2 O. W. R. 1046, 1057. But now for the first time, so far as I am aware, the words of the Act have to be interpreted. . .