

which new duties and new responsibilities were undertaken by the defendant on the joint account. This special matter was begun and was to be prosecuted and consummated in the province of Ontario, at the seat of Government at Ottawa. Everything was centred there as to making the selection of the lots by the maps, plans, and surveys prepared by the Department of the Interior: it was there the title to the western land was to be dealt with and secured for the joint benefit of the plaintiff and defendant. So that this particular breach of trust began and ended in Ontario and may fairly be regarded as a breach of contract to be performed within Ontario for which damages are sought. The Con. Rule 162 (e) covers the situation. The language of the Rule has always received a liberal construction, and, to my mind, this is a transaction which may well be investigated in this Court. It is a stronger case than a somewhat analogous one reported in *Harris v. Fleming*, 13 Ch. D. 208.

If the case presented be apparently of a vexatious or oppressive character, the discretion of the Court may rightly be exercised in refusing to grant leave to sue: such was the application in *Société Générale de Paris v. Dreyfus Brothers*, 37 Ch. D. 215, 226; but, upon the allegations sworn to by the plaintiff, the contrary is here established.

The defendant by his affidavit denies that any corrupt inducement existed which influenced his writing the letter of renunciation, but that is the matter in dispute affecting the merits, not the jurisdiction of the Court. The 4th paragraph of the same affidavit states that no breach occurred within Ontario of any contract not released by a document set out in the 43rd paragraph of the statement of claim. That paragraph implies that there was a contract between the parties and a breach of it within Ontario, which has been released. That again is a matter going to the merits of the defence, because the plaintiff says that, when that document was given, he was in ignorance of the bribe which changed the whole situation and set him at liberty to seek redress.

The writ should be restored, and the action allowed to proceed in due course, and the order of the Master vacated. Costs of application and appeal to be in the cause to the plaintiff.