

for the town to call to prove their case but there will be at least in my opinion, as far as I can ascertain at the present time, six, all of whom reside in the said county of Lincoln."

This is met by an affidavit of plaintiffs' assistant secretary that plaintiffs will require at least three witnesses all resident in Toronto, one from Port Hope and perhaps one from Ottawa.

The defendants on the previous motion professed to desire a speedy trial. There are no sittings at St. Catharines before 10th March, whereas the case can be tried here next month if defendants so desire. This is a factor in deciding these motions. It may not be out of place to observe that the costs of these two applications will far exceed the whole costs of defendants' witnesses even if 7 in number coming to attend the trial at Toronto.

The present motion will be dismissed with costs to plaintiffs in any event. Most applications to change the venue are useless and should not be encouraged.

HON. MR. JUSTICE MIDDLETON. DECEMBER 27TH, 1912.

WALLBERG v. JENCKES MACHINE CO., LIMITED.

4 O. W. N. 555.

Contract—Place of Delivery of Goods—"Site of Work"—Meaning of Reformation of Contract.

MIDDLETON, J., *held*, that the phrase the "site of the work" in a contract for the installation of two certain large steel pipes for use in a power installation, was the immediate vicinity of the line of location of the pipes and not a dock a quarter of a mile away therefrom.

Action to recover \$3,895, and interest from the 20th July, 1911, paid by the plaintiff under protest for the purpose of securing the discharge of a mechanics' lien registered against the power plant and premises in question.

I. F. Hellmuth, K.C., and M. L. Gordon, for the plaintiff.

G. H. Kilmer, K.C., and J. A. Rowland, for the defendants.

HON. MR. JUSTICE MIDDLETON:—The plaintiff's right to recover in the first place depends upon the construction of a contract for the construction, and erection of two