

"Done in duplicate at Paris, in the year of grace 1864.

"With all my heart,

CHARLES D——.

"With all my heart, and for all my life,

"HELEN, future wife of Charles D——."

The Court held that this eccentric contract afforded no evidence of insanity, for which imputation there was, moreover, no pretence. Judgment was accordingly given against the parents, and the Mayor is ordered to proceed at once to perform the marriage ceremony.

THE LAW & PRACTICE OF THE DIVISION COURTS.

(Continued from page 116.)

In proceeding under what are called the judgment summons clauses it may be briefly noticed here that the jurisdiction as to place is expressly limited by the enactment being regulated chiefly by the residence of the defendant. If the judgment debtor resides or carries on business in any part of the country in which the judgment was obtained, the judgment creditor can issue the summons from the court wherein the judgment was obtained, but if the debtor be in another county the judgment must be removed under the 139th sec. of the act into the Division Court within the limits of which the judgment debtor resides or carries on business, and upon its removal the judgment summons may be obtained from the last mentioned court (sec. 160). There does not appear to be any authority for transferring a judgment from one court to another in the same county, so if the judgment creditor has not left the county the proceeding must be in the court in which he was originally sued.

Having noticed the special provisions as to the place of jurisdiction, varying the broad enactment contained in section 71, that general provision will now require a more full examination.

Any suit cognizable by the courts may be entered and tried,

(A) *In the court holden for the division within which the cause of action arose.*

The terms used in this clause and those used in the Imperial Act, 9 & 10 Vic. c. 95, sec. 60 ("in which the cause of action arose"), are nearly identical, and from the cases which have been decided upon that statute in England, it would appear that to found jurisdiction upon the fact of the cause of action having arisen within the court limits it must appear

that the whole cause of action has arisen within such limits, and that a cause of action within the meaning of the section is a demand complete in itself. The term does not necessarily mean a cause of action on one single entire contract, for there may be one cause of action on several debts contracted at different times (*Buckley v. Hann*, 5 Ex. 43; *Grimbly v. Aykroyd*, 1 Ex. 479; *Wood v. Perry*, 3 Ex. 442; *Bonsey v. Wordsworth*, 18 C. B. 325; *Borthwick v. Walton*, 15 C. B. 501; *Kemp v. Clark*, 12 Q. B. 647).

A carrier and warfinger at *Swinden* agreed in writing with the defendant, who lived in *Surrey*, to barge lumber from a wharf in *Swinden* to London at any wharf there at so much per ton, to include all charges except wharfage. It was necessary to haul the lumber from the place where it lay to be loaded on board the barges, and at times when the horses of the defendant were not on the spot the plaintiff provided horses and hauled the timber. A suit was brought in the court where the plaintiff lived for a balance of the account, including items for hauling, but it was held that the hauling the timber and the carriage to London constituted but one cause of action, and that as such cause of action did not arise until the delivery of the timber in London, the judge of the *Swinden* county court had no jurisdiction to try the plaint under 9 & 10 Vic. c. 95, sec. 60 (*Barnes v. Marshall*, 2 Cox & Mac. 32).

Where an action was brought for the recovery of a reward offered for the apprehension and conviction of a felon, to be paid on his conviction, and the felon was apprehended by the plaintiff within the jurisdiction of the N. county court, and was tried and convicted at H., which was out of the jurisdiction of that court. It was held that the whole cause of action did not arise within the jurisdiction of the N. court, since by the terms of the contract the conviction was a material part of the cause of action (*Hernaman v. Smith*, 10 Ex. 659).

A bill of exchange was drawn and accepted and the defendant indorsed it within the city of London, but sent it by a messenger to the plaintiff, who lived out of the city. It was held that the cause of action did not arise within the city, such cause of action not being complete till the bill was delivered to the plaintiff (*Buckley v. Hann*, 5 Ex. 43).

In an action by a carrier for freight, the cause of action was considered to arise at the