

demurred to, on the grounds mentioned in the head-note and judgment. On the case being called on for argument,

Mr. *Taylor* appeared for the plaintiff, and referred to *Story's Equity Pleading*, secs. 487, 489, *Drewy's Equity Pleadings*, page 37; *Daniel's Practice*, page 397, as shewing that the objections taken to the bill were not grounds of demurrer.

No one appeared in support of the demurrer.

*Judgment.*—VANKOUGHNET, C.—This bill is for the foreclosure of a mortgage. It describes the mortgagor as of the township of Aldboro, and proceeds in the usual way to the description of the premises, which is, however, imperfect, being stated to be lot A, in the 6th concession, without naming any township or county.

If it were necessary it might perhaps be assumed for the purposes of pleading that the lot must be taken to have been stated as in the township of Aldboro, that being the only township named in the bill, and that for this purpose it was sufficiently referred to by the article "the" in the description "the sixth concession." The defendant demurs to the bill on the grounds, 1st, that no venue is stated in the margin of the bill. 2nd, that it does not appear, nor is it stated that the property is within the jurisdiction of the court. There is nothing, I think, in either objection. The venue is no part of the bill, in no way affecting the matter of it, the relief prayed for, or the jurisdiction of the court. It is merely required under the orders to be inserted as fixing the place for the examination of witnesses, not even as denoting the county where the proceedings are to be carried on, or the cause heard. The absence of it may be an irregularity which can be taken advantage of by a motion calling upon the plaintiff to insert a venue, or to take the bill off the files for the want of it.