of Common Pleas upon a contract made in the county of Cavan, and broken in the county of Monahan, in which the plaintiff resided, and where the defendants had a ticket office. At the trial the jury returned a verdict for the plaintiff for £50, which was subsequently reduced by the court to one shilling.

Walter Boyd, in support of the motion.—There are two questions in this case, both of which depend on the construction of section 97 of the Common Law Procedure Act, 1857.* First, do the parties "reside" with the same civil bill jurisdiction? Secondly, did the "cause of action" arise in the County of Monahan? As to the first, the plaintiff admittedly resides in the county of Monahan. The defendants had a ticket office in that county, which is a sufficient residence for the purposes of the section: *Evans* v. *Great Southern and Western Railway Company*, 5 Ir. Jur. O. S. 329. Secondly, "cause of action" means that which gives the plaintiff a right to be in court, *i. e.*, the breach which took place in the county Monahan: *Betham* v. *Fernie*, 4 Ir. C. L. 92; *Powell* v. *Atlantic Steam Packet Company*. 10 I. C. L. L. App. xiii.; *Aston* v. *London & North Western Railway Company*, 15 W. R. 694, I. R. 1 C. L. 604; *Jackson* v. *Spittal*, 18 W. R. 1162, L. R. 5 C. P. 542. *Sichel* v. *Borch*, 12 W. R. 348, 2 H. & C. 954, was decided on the grounds that defendant was a foreigner, and Pigott, B., expressed doubts though he acquiesced in the decision. In *Crowder* v. *Irish North Western Railway Company*, I. R. 4 C. L. 371, no judgment was given.†

Purcell, Q. C., and *Wilson*, opposed the motion.—A railway company resides where it carries on its business, but that is its general business: *In re Brown* v. *London & North Western Railway Company*, 11 W. R. 884, 4 B. & S. 326; *Shiels* v. *Great Northern Railway Company*, 9 W. R. 739, 30 L. J. 331; Shelford's Law on Railways, 14. Cause of action means entire cause of action. *Hurley* v. *Lawlor*, 6 Ir. Jur. 344; *Hernaman* v. *Smith*, 3 W. R., 208, 10 Ex. 659; *Borthwick* v. *Walton*, 3 W. R. 203, 15 C. B. 501; *Aris* v. *Orchard*, 9 W. R. 106, 6 H. & N. 160.

Walter Boyd, in reply,

Cur. adv. vult.

Monahan, C. J. (after stating the manner in which the case came before the court.)—The question we have to determine is whether the plaintiff is entitled to any costs. It is necessary to ask whether the plaintiff reside within the jurisdiction of the civil bill court in which the cause of action has arisen. First, as to residence, the plaintiff does, no doubt, reside within the jurisdiction. Does the railway company do so? The question has arisen, and been decided many years since, whether a railway company resides where it has a ticket office. In the Civil Bill Act of 1851 (14 & 15 Vict. c. 57) there is a precisely similiar section to this. The question first arose in the Court of Exchequer in *Evans* v. *Great Southern Railway Company*, 5 Ir. Jur. 329. In that case the question arose on the Act of 1851. It was there decided that the railway company having ticket-offices upon the line within the county, had a sufficient residence there within the terms of the Act to enable the plaintiff to have proceeded against by civil bill within that county. A question arose whether this decision would apply under the Common Law Procedure Act of 1856 in a case in this court, *D'Arcy* v. *Hastings*, 10 Ir. C. L. App. xxiv. It was there held that the new section must have the same construction as that of the former Act. There has been a more recent case in the Court of Exchequer, where it was admitted that the parties resided within the same jurisdiction, the only question being whether the cause of action arose in that jurisdiction: *Enright* v. *Kavanagh*, 15 I. C. L. 142. The uniform course has therefore been such as has been stated. But it was argued that the decisions were different in England: and *In Re Brown* v. *London & North Western Railway Company*, 4 B. & S. 326, was cited. The words of the English Act are different (9 & 10 Vict. c. 95.) Therefore we adhere to the uniform course, and hold that the company, having a ticket-office in the county of Monahan, have a sufficient residence within the meaning of the section.

But what is necessary in order that the cause of action should be considered as arising in the civil bill jurisdiction? It is sufficient that the breach should be committed there? This question arose in *Hurly* v. *Lawler*, 6 Ir. Jur. 344. This was an action for maliciously suing out a judge's fiat, and was decided on the ground that the entire cause of action should arise within the jurisdiction in order to entitle the plaintiff to costs. That case had been followed since in this country in *Crowder* v. *Irish North Western Railway Company*, Ir. R. 4 C. L. 371. It was objected that the judges gave no reasons for their decision in this case.* They did decide the case, and it is an express decision upon the point. We say that the decision is right. In England it has been held that in order in serve a process without the jurisdiction it is only necessary that part of the cause of action should accrue within the jurisdiction. In *Jackson* v. *Spittall*, 18 W. R. 1162, L. R. 5 C. P. 542, this very question was considered in an elaborate judgment. It was decided on this ground, that the Common Law Procedure Act is not an Act giving jurisdiction to the Court. The Court has inherent jurisdiction. The Act merely relates to practice and procedure, and therefore ought to get a liberal construction to bring such cases within its jurisdiction. But the civil bill courts got their jurisdiction from Act of Parliament. Therefore we think this case is distinguishable, and we will hold to a number of decided cases in refusing this application.

Morris & Lawson, J. J., concurred.

No rule.

* See note *ante*.

Section 97 of 19 & 20 Vict., c. 102, enacts that, "If in any action of contract . . . in the superior courts . . . where the parties reside within the jurisdiction of the civil bill court of the county in which the cause of action has arisen, the plaintiff shall recover . . . less than £20 . . . the plaintiff shall not be entitled to any costs unless the judge certify," &c., &c.

† The judgments in *Crowder* v. *Irish North Western Railway Company* are to be found in the report of the case in 17 W. R. 804. The judgments are not given in the report of the case in I. R. 4 C. L. 371.