Mr. Dalton, Q.C.] [January.

BANK OF COMMERCE v. BANK OF BRITISH NORTH AMERICA.

Third party—Amendment.

A cheque had been drawn upon the plaintiffs, payable to the Hamilton Tool Co'y, and upon an endorsement, purporting to be that of the Tool Co'y., the defendants cashed the cheque, and upon presentation by them to the plaintiffs, were repaid the amount.

The Tool Co'y repudiated the endorsement, and the plaintiffs sued the defendants for the amount of the cheque.

This was an application to add a third party, based on an affidavit of the defendant's solicitor, that he had good reason to believe, and did believe that the third party was the beneficial plaintiff, and that there were equities which would attach as against the third party, if he were a third party, which would not attach against the present plaintiffs.

The motion was refused, but leave was given to the defendants to amend by alleging that Ryan, the third party, was the beneficial plaintiff, and to set up any defence that might be open to them on that ground.

Aylesworth, for the defendants.
Holman, contra.

Rose, J.] [Feb. 29.

WALTON v. WIDEMAN.

Changing place of trial.

An appeal by the plaintiff from the order of the Master in Chambers, changing the place of trial from Toronto to London.

The plaintiff lived and carried on business in Toronto, the defendants in Parkhill, near London. The action was brought upon a contract to purchase certain goods obtained by an agent of the plaintiff, who solicited the order in Parkhill, where the contract was signed. The goods were to be delivered by the plaintiff to the Grand Trunk Railway Company in Toronto. The defence set up fraud in obtaining the contract. The plaintiff proposed to have the action tried at Toronto. The defendants swore that they intended to call six witnesses, that the cause of action arose in Parkhill, and that the expense of a trial at Toronto would be greater by $30 than at London. The plaintiff swore that he intended to call six witnesses and give evidence himself, that four of the six lived in Toronto, one east of Toronto, and one in Parkhill, and that the extra expense of a trial at London would be about $25.

Held, that the cause of action arose in Toronto, and that there was no such preponderance of convenience in favour of London as would justify a change of the place of trial, following *Noad* v. *Noad*, 6 P R. 48; *Davis* v. *Murray*, 9 P. R. 222; and *Robertson* v. *Daganeau*, 19 C. L. J., 19.

Appeal allowed and venue restored to Toronto.

F. E. Galbraith, for the appeal.
Aylesworth, contra.

Boyd, C.] [March 24.

FREEL v. MACDONALD ET AL.

Local Masters—Jurisdiction—Judgment—Rules 80, 422 O.J.A.

Rule 422 O.J.A. and its sub-section (*a*) must be read together and hence the limitation in the sub-section of the jurisdiction of the County Judge in certain cases curtails that of local Masters in similar cases.

The local Master at Hamilton, in the county of Wentworth, gave leave to sign final judgment under Rule 80 O.J.A. in an action in which the solicitor for the defendants had his place of residence and office at St. Catharines, in the county of Lincoln, and no office in Hamilton.

Held to be *ultra vires* under Rule 422.

Hoyles, for the defendants.
Holman, for the plaintiff.
