there must be a wide discretion in dealing with such cases upon the facts. The leave to appeal was refused.

Subsequently the defendant in *Berlin Piano Co.* v. *Truaisch*, 15 P.R. 68, moved to change the venue from Berlin to Belleville, shewing that the saving of expense to him, if the case were tried at Belleville, would be about $40, and that there were two or three more witnesses at Belleville than at Berlin, and that the cause of action arose at Berlin. In the course of his judgment the Master in Chambers said, "The cause of action arose in Belleville, and the preponderance of convenience is in favour of Belleville. It is true that the preponderance is not very great; but it is, I consider, sufficient, taking it in connection with the fact of the place where the cause of action arose."

Rose, J., on appeal, dissented strongly from the above remarks of the Master; and held that in none of the above-named cases did the decision turn on the question of where the cause of action arose. His Lordship considered that every argument in support of the order was answered by the cases cited in *Walton* v. *Wideman*, 10 P.R. 228; *Ross* v. *C.P Ry. Co.*, 12 P.R. 220; and *Peer* v. *North-West Transportation Co.*, 14 P.R. 281; and that in no case are those decisions dissented from.

In *Chadwick* v. *Brown* (*dd*) the defendant moved to change the venue from Toronto to London, upon the grounds that the cause of action arose in London, and that there was a great preponderance of convenience in favor of the trial at London. The question at issue in the action was as to whether or not the plaintiff was entitled to fifty shares of stock in The Garcia Gold Co., of London, Ontario. The material shewed that the head office of the company was in London, and that the books were there. It was alleged that the books of the company, particularly the stock book, would be required on the trial, and that it would be necessary to call as witnesses on the defendant's behalf the President and Directors of the company, residing in London, and very probably some of the shareholders, all or nearly all of whom also resided in or near London. The plaintiff replied that he had laid the venue where he resided, and that the place of trial should not be changed unless serious injury to the defendant would be caused by a trial at Toronto, or it could be shewn that there was an "overwhelming" preponderance of convenience in favour of a trial at London. The

(*dd*) April 1898, Master in Chambers, (unreported).