

LAFEX V. LAFEX—MASTER IN CHAMBERS—JAN. 3.

Venue—Change—Proper Place for Trial—Convenience—Witnesses.]—Motion by the defendant to change the venue from Toronto to Parry Sound. The action was by husband against wife to recover damages for the sale by the wife, four years ago, of certain chattels left on a farm in the Parry Sound district, then owned by the plaintiff. The defendant swore to eight or ten witnesses, besides herself, all resident at or near Parry Sound. The plaintiff, in answer, swore to three witnesses, one at Toronto, one at Peterborough, and one at Rosseau, which is only four or five miles from Parry Sound. The Master said that “the home of the action” (*Macdonald v. Park*, 2 O.W.R. 972) was certainly at Parry Sound. The sittings at Parry Sound will be held on the 6th May, and the plaintiff cannot now be heard to complain of a delay of four months after waiting for four years. On all grounds, the order changing the venue should be made Costs in the cause. D. Inglis Grant, for the defendant. John MacGregor, for the plaintiff.

MILLER FRANKLIN AND STEVENSON V. WINN—MASTER IN CHAMBERS—JAN. 3.

Security for Costs—Plaintiffs out of the Jurisdiction—No Substantial Assets in the Jurisdiction.]—Motion by the plaintiffs to set aside a praecipe order for security for costs. In the writ of summons the plaintiffs were said to “carry on business at New York, Toronto, and elsewhere,” and they were also said by their solicitors to be “incorporated under the laws of the State of New York and to have been carrying on a large business in Ontario for some years, with head offices at Toronto.” To a demand by the defendants’ solicitors, dated the 22nd November, for a statement of the assets of the plaintiffs in this province, no reply was sent, and on the 11th December the defendants took out the order in question. The plaintiffs thereupon launched the present motion, supporting it only by the affidavit of a gentleman described therein as “Canadian manager of the plaintiffs,” who described the plaintiffs’ assets as consisting of their office furniture, worth \$300, and accounts receivable of over \$2,400, and of current contracts to over \$3,500. The Master said that, upon this state of facts, which were not in any way in doubt, the defendants were entitled to have security. The plaintiffs