

1909. The proceedings then went on. A statement of defence was delivered and affidavits on production made on both sides. Joinder of issue was delivered on 17th March, 1909, and jury notice served a few days later. No further steps were taken until on or about 9th March inst., the plaintiff gave notice of trial for the jury sittings at North Bay on 3rd April next. And a week later the defendant moved to set this notice aside because the only place of trial named by plaintiff in the papers served on defendant was Toronto, assuming that this was validly done by being named in the writ. I think the motion is properly conceived. After all that has been done by defendant since the action began he could not successfully move against the statement of claim as irregular. But he cannot unreasonably allege that he is now taken by surprise by the attempt to have a trial at North Bay. The best disposition of the matter now would seem to be to allow the plaintiff to amend by naming North Bay as the place of trial and consent to strike out the jury notice so that the case can go to the May non-jury sittings. If he does not choose to do this, then the order will be merely to let him amend the statement of claim and let the notice of trial stand, with liberty to defendant to move to postpone if unprepared for trial as is probably the case; in which event he may possibly have costs of that motion as well. As the whole difficulty has arisen through the fault of plaintiff, the costs of this motion must be to defendant in any event. J. H. Spence, for the defendant. J. P. MacGregor, for the plaintiff.

HIGGINS V. CONIAGAS REDUCTION CO. AND ONTARIO POWER CO.—
MASTER IN CHAMBERS—MARCH 24.

Change of Venue—Alleged Inconvenience to Business.—Motion by the defendants to change venue from Cayuga to Welland or St. Catharines. The plaintiff sued as administrator of F. Egester, who was killed on 1st June last, when in the employment of the Ontario Power Co., through neglect on the part of one or both defendants to shut off the electric current from a line which deceased was instructed to repair or handle. The deceased apparently left neither widow nor children. The action was only begun on 28th February, and is brought on behalf of his parents. The delay is stated to have arisen from the difficulty of getting into communication with the parents, and obtaining the necessary renunciations and authority for