evidence, were these: The plaintiff bought a ticket for a passage on defendants' railway from London to Ingersoll and return. On going from London to Ingersoll, plaintiff gave one part of his ticket to the conductor, and on returning presented the other part to the conductor, who refused, as it was for a passage for the opposite direction—from London to Ingersoll. The plaintiff refusing to pay his fare, the conductor put him off the train at Dorchester, a distance of ten miles from London, but without the jurisdiction of this Court. The head office of defendants is at Hamilton.

When the case came on for trial, exception was taken to the jurisdiction, on the ground that the cause of action (if any) did not arise, nor did the defendants "reside or carry on business" within the jurisdiction of the London Division Court. By consent, this question was reserved for argument, and the trial was proceeded with, when a verdict was given for plaintiff, with $15 damages. The question of the jurisdiction was afterwards argued by

E. Meredith, for plaintiff.

H. Becher, for defendants.

ELLIOTT, Co. J.—Suits in the Division Court must be entered and tried in the division in which the cause of action arose, or in which the defendant resides or carries on business: Rev. Stat., cap. 47, sec. 62.

The "cause of action" means the whole cause of action: *Watt* v. *Van Every*, 23 U. C. R. 196; *Kemp* v. *Owen*, 14 C. P. 432; *Carsley* v. *Fisken*, 4 Prac. R. 255; *Noxon* v. *Holmes*, 24 C. P. 541.

In this case the contract was to carry the plaintiff from London to Ingersoll and back to London, and it is alleged that the defendants duly carried the plaintiff to Ingersoll, but on the return wrongfully ejected and forced the plaintiff from the cars at Dorchester, a distance of ten miles from London, whereby, &c.

Dorchester and London are in different divisions. Can it be said that the whole cause of action arose in the London division? It is contended on behalf of the plaintiff that it can—that the whole cause of action is comprised in the contract to carry the plaintiff to Ingersoll and back to London, and that the breach *is the default to carry him back to London*, and that thus the whole cause of action must be considered as having arisen in London. I cannot take this view of the case.

The complaint is, that the plaintiff was expelled from the cars at Dorchester, and the damages, $15, were asked and obtained, not because the plaintiff was not brought back to London, or because he was a few hours later in being brought back, but because of the expulsion at Dorchester. It appears, therefore, that this alleged unlawful expulsion was the most material matter of complaint, and as it took place at Dorchester, the whole cause of action did not arise in the London division.

In this view of the case the action should have been brought in the division where the defendants reside or carry on business. According to *Ahrens* v. *McGilligat*, 23 C. P. 171, this is where the head office is, and the evidence shows that place to be Hamilton. I conclude that this Court has no jurisdiction to try this cause, and, therefore, the proceedings must be regarded as *coram non judice*.

I have no power to give costs.

NOTES OF CASES.

IN THE ONTARIO COURTS, PUBLISHED IN ADVANCE, BY ORDER OF THE LAW SOCIETY.

COURT OF APPEAL.

From C. C., Wellington.] [May 14.

AUGER v. THOMPSON.

Exchange—Fraud—Right to sue on common counts.

The defendant gave a note made by one K. to the plaintiff in exchange for a buggy. The note was not paid at maturity, whereupon the plaintiff sued the defendant on the common counts for the price. *Held*, reversing the judgment of the County Court, the plaintiff ould not recover, as no agreement to pay the price could be raised by implication of law.

Bethune, Q.C., for the appellant.

Richards, Q.C., for the respondent.

Appeal allowed.

From C. C. Bruce.] [May 14.

WAMBOLD v. FOOTE.

Promissory Note—Guarantee—Stat. of Frauds.

Held, affirming the judgment of the County Court, that a verbal guarantee that a promissory note made by another would be paid at maturity was within the 4th section of the Stat. of Frauds and therefore invalid.

Cameron, Q. C., for the appellant.

Ferguson, Q. C., for the respondent.

Appeal dismissed.