

plaintiff to amend the statement of claim by naming the place stated in the indorsement on the writ. It appeared on the argument that there had recently sprung up a practice of making an addition to the forms for writs of summons not specially indorsed contained in sec. 1 of Part I. of the Appendix to the Consolidated Rules of Practice, by adding at the foot of the forms the words "Place of trial"

As already stated, it was urged for the defendants that the plaintiff by filling in the blank space with the word "Brampton" had made a binding election; and *Segsworth v. McKinnon* was cited in support of that argument. The application was dismissed by the Master in Chambers, he being of opinion that *Segsworth v. McKinnon* applied only to special endorsement cases. Moss, J.A., took the same view, holding that a plaintiff was under no obligation to state a place of trial as part of the indorsement on a writ of summons not required to be specially indorsed. The fact that the plaintiff complied with the unauthorized recent practice of adding to the appendix form, could not operate as an election, binding him to state no other place of trial in his statement of claim. *Segsworth v. McKinnon*, did not appear to Moss, J.A., to govern the practice in any but special indorsement cases under Con. R. 138, s. 2 of Part II. of the forms in the Appendix for the reason that in all other cases the plaintiff's power under Con. R. 529, of selecting and naming in the statement of claim the place of trial is not in any manner controlled by Con. R. 138.

Another new point in the interpretation of the above quoted clauses of Con. R. 529 was brought out in *Edsall v. Wray*, 19 P.R. 245. Being an action for slander, no venue was laid until the city of London appeared in the statement of claim as the place of trial. An application was made on behalf of the defendant to change the venue to Stratford, on the grounds: (1.) That the cause of action (if any) arose there. (2.) That both plaintiff and defendant resided in Stratford on the day of the issue of the writ of summons. (3.) And since such was the date to be considered for fixing the rights of the parties to the action, it was therefore the time referred to in the foregoing clause 1.b. of Con. R. 529.

In answer, the plaintiff swore that he had been previous to the delivery of the statement of claim a resident of London, having been only temporarily employed in Stratford, his wife and family's home being in London. The Master in Chambers held