nesday the 27th day of November last, and on that occasion the plaintiff's attorney again appeared for him, and the defendant Thomas Smith also appeared by his counsel, when the plaintiff's attorney put in evidence a certificate under the hand of the deputy clerk of assize of the Oxford circuit, in accordance with the Act of Parliament, of the conviction of the said Samuel Rock at Hereford, and on proof of such certificate it was objected on the part of the defendant that the judge of the Co. C. at Newnham had no jurisdiction, inasmuch as the conviction had taken place out of the jurisdiction of the said Co. C.; to which it was answered on the part of the plaintiff, that the cause of action was the apprehension of the offender, and that as the apprehension had been proved to have taken place within the district of the Newnham Co. C., the judge had jurisdiction; whereupon the judge, after hearing the argument on both sides, decided as follows:—"I am of opinion that the apprehension is the cause of action, and that the mention of the conviction in the handbill regulates only the time and mode of payment of reward, and that the apprehension being in this district, I think the court has jurisdiction." Whereupon plaintiff's attorney proceeded with the case, and at the close of the said plaintiff's case, the counsel of the defendant went into evidence, with a view to prove that the said John Hernaman did not apprehend the said Samuel Rock, but that he was in fact apprehended in Newnham by some other party; but failed in support of such defence, and the judge ultimately found a verdict for the plaintiff, for the £20 and the costs of action.

A summons was subsequently taken out on the part of the said Thomas Smith in the Court of Q. B., calling upon the said John Hernaman to show cause why a writ of prohibition should not issue in the said cause of Hernaman against Smith, and was subsequently heard before Wightman, J., who, after hearing counsel on both sides, dismissed the said application with costs; and thereupon the plaintiff caused a writ of execution to be issued out of the said Newnham Co. C., for the damages and costs in the said action, and it was forwarded to the district court in which the defendant resides, for the levy of the said damages and costs, and was in due course levied. Subsequently the defendant obtained an order before Platt, B., for a prohibition. A rule to show cause why such order of Platt, B., should not be rescinded having been obtained.

Honyman now showed cause.—The question is, whether the cause of action in this case arose within the jurisdiction of the Co.C. Here the apprehension took place at Newnham; but the conviction, which was necessary to complete the cause of action, was at Hereford; and, to bring the case within this statute, the whole cause of action must arise within the jurisdiction: (9 & 10 Vic., c. 95, s. 60.) It is not only the promise which is the cause of action; it is the promise *plus* the breach. [PARKE, B—Everything is done by the plaintiff to entitle him to the reward; but the reward is payable upon a contingency, and that contingency takes place out of the jurisdiction; does that oust the Co. C. of its jurisdiction? That is the question. Everything is done within the jurisdiction that the plaintiff is bound to do.] The cause of action arises on the conviction; and there is no complete cause of action till then. It was the intention of the Legislature either that you should serve the defendant where he lived, or where the contract was made, and where therefore, presumably, the witnesses resided. The Statute of Limitations would not commence to run until the conviction, which shows that until then there was no complete cause of action. A case of appeal, *Borthwick and others* v. *Walton and others*, was heard in in the Court of C. P. on the 22nd instant, (not yet reported) that was an appeal from the Co. C. of Lancashire, held at Manchester. The plaintiffs resided at Manchester and the defendants at Oxford. I have the paper book of Maule, J., and a note by Mr. Scott, the reporter. Maule, J., there said, "Everything that is requisite to show a ground of action is part of the cause of action." Suppose this was an action on a life policy, or on a *post obit* bond, would not the death be a part of the cause of action? He cited *Harrington* v. *Ramsay*, 22 L. J. 326, Ex.; *Buckley* v. *Hann*, 5 Exch. Rep. 43; *Reg.* v. *Birch*, 1 Bail. C. C. 56; *Re Fuller*, 2 E. & B. 578; *Murray* v. *East India Company*, 5 B. & Ald. 204; Com. Dig. Tit. Comt, p. 9; *Peacock* v. *Bell*, 1 Wms. Saund. 74 n; *Ireland* v. *Lockwood*, 1 Roll. Abr. 546.

Macnamara in support.—The cause of action within the meaning of the section arose within the jurisdiction of the Newnham Co. C., although that cause of action could not be enforced until the conviction. The contract was made, and all the requisite conditions to be performed by the plaintiff were complied with within the district of that court; it was only that in which the plaintiff had no voice that was done out of the district. The cause of action differs materially from the right of suing. The foundation or gist of the action under this section has reference to the locality, and not to the time of suing. It is the substance that must be regarded, and not all that must be alleged in a declaration, or all that must be proved: (*Williams* v. *Land*, 4 Taunt. 729; *Sutton* v. *Clark*, 6 Taunt. 29.) [ALDERSON, B.—I must say, if that case of *Williams* v. *Land* were to occur again, I should be disposed to take time to consider it. POLLOCK, C. B.—The Court of C. P. has decided that the whole and every part of the cause of action must arise within the jurisdiction of the Co. C., and that if any part arise beyond, you must go to a court having general jurisdiction.] That case is distinguishable from this: an inchoate cause of action arose in the apprehension, to be made complete on the conviction. The case *Re Fuller* proceeded on the case of *Murray* v. *The East India Company*, where it was held, in an action by an administrator on a bill of exchange payable to testator, but accepted after his death, that the Statute of Limitations began to run from the time of granting the letters of administration, and not from the time the bill became due, there being no cause of action until there is a party capable of suing. *Buckley* v. *Hann* was an action against an indorsee on a bill of exchange, the indorsement of which had been actually made in the city of London, but the delivery took place in the county of Middlesex, and it was held that the cause of action did not arise within the city; because there was no complete endorsement until delivery: (*Marston* v. *Allen*, 8 M. & W. 494). He also referred to Com. Dig. Tit. Action, n. 5, Pl. 7, 11; *Bulwer's* case, 7 Co. 2 a, 1 Wms. on Ex. 701, 3 edit.; *Barnes* v. *Marshall*, 21 L. J. 388, Q. B.; *Reg.* v *Birch*, 1 Bail. C. C. 56; *Wild* v. *Sheridan*, 21 L. J. 260, Q.B.; *Martin* v. *Dawes*, 11 M. & W. 736; *Buller* v. *Fox*, 18 L. J. 304, C. P.

POLLOCK, C. B.—We are all of opinion that this rule ought to be discharged; it is unnecessary to discuss the cases cited in the course of the argument on both sides. I found my judgment on this, that it appears to me clear that in this case the conviction was part of the cause of action. without it there was no cause of action. That being so, the Court of C.P. has decided that "all and every part of the cause of action" must arise within the Co. C. district. I think we are bound by that decision, and for myself do not feel disposed to depart from it.

PARKE, B.—I am of the same opinion. I thought at first there might be some distinction between what was to be done by the parties themselves and collateral matters; but on looking to the cases cited, I am satisfied there is no such distinction. I am satisfied that the cause of action is *all* that there is to be done, whether that it be by the plaintiff or by a third person. I am therefore of opinion that this rule ought to be discharged.

ALDERSON, B.—I am of the same opinion. The very expression used in the statute, "whole cause of action," shows that it is composed of parts. Well then, in this case we have some part of the cause of action arising within the jurisdiction of this Co. C., and another part beyond the jurisdiction. I therefore think that it cannot be contended that this case comes within the meaning of the Act.

Rule discharged with the costs of the rule only.