

have arisen in a particular county, it is *local*¹ and the venue must be laid in that county, and if it be laid elsewhere, the defendant may demur to the declaration, *Patterson v. Wilson*, 6 G. & J. 499, or the plaintiff will be nonsuited on the general issue at the trial; though if the locality do not appear on the declaration, and the issue is not raised on it, the defendant is not entitled to a nonsuit, because the venue is laid in a wrong county, *Boyes v. Hewetson*, 2 Bing. N. C. 575. Where the action might have arisen in any county, it is *transitory*, and, generally the plaintiff may, in England, lay the venue wherever he pleases, though the Courts possess the power of changing it if not laid where the action arose. With us, however, these transitory actions are as it were local with respect to the place of the defendants' residence, and a mistake in laying the venue is matter of abatement as will be presently shown. Local actions are—all real and mixed actions, actions of ejection, trespass *q. c. f.*, actions on the case in the nature of waste, and for a nuisance, &c., *Patterson v. Wilson supra*; *Warren v. Webb*, 1 Taunt. 379; and actions on a lease for rent, &c., founded on the privity of estate, as *debt* by the assignee or devisee of the lessor against the lessee, or by the lessor or his personal representatives against the assignee of the lessee, or against the executor of the lessee as *assignee* in the *debet et detinet* for rent accrued in the executor's time, or in covenant by the grantee of the reversion against the assignee of the lessee; indeed, all actions by and against the assignee of the lessee, arising out of his privity of estate and the annexation of such covenants to the land, are local. On the other hand, all merely personal actions are transitory, and so are all actions upon leases for rent,

¹ **Local and transitory actions.**—The distinction between local and transitory actions is perfectly established in Maryland. See *Gunther v. Dranbauer*, 86 Md. 1; *Crook v. Pitcher*, 61 Md. 510; *Poe's Pleading*, secs. 53, 728; *Poe's Practice*, secs. 64-66.

The statement of the *venue* in the declaration is intended to indicate the place or county in which the facts constituting the cause of action are alleged to have occurred and in which the case is to be tried. In transitory actions the statement of the *venue* is immaterial; but in local actions it is an essential part of the declaration which must distinctly aver that the premises are situated within the jurisdiction of the court in which suit is brought. *Calvert Co. v. Gibson*, 36 Md. 229; *Baltimore Turn. Co. v. Crowther*, 63 Md. 558; *Gusdorff v. Duncan*, 94 Md. 160. As to what is a sufficient statement of the *venue*, see *Guest v. Church Hill*, 90 Md. 689; *Acton v. State*, 80 Md. 547; *Harford Co. v. Wise*, 71 Md. 43; *Gladfelter v. Walker*, 40 Md. 1. The proper mode of taking advantage of such defect is by demurrer, otherwise the defect will be cured after verdict by the above Statute. *Crook v. Pitcher*, 61 Md. 510.

When a suit is instituted in one county and removed to another and the declaration is amended, the *venue* should be laid as of the county in which the suit was instituted. *Calvert Co. v. Gibson*, 36 Md. 229.

As to actions under Lord Campbell's Act, (Code 1911, Art. 67), where the death occurs in another state, see *State v. P. & C. R. R. Co.*, 45 Md. 41; *Ash v. R. R. Co.*, 72 Md. 144.