

to the members of the congregation. The by-laws and rules provide that all meetings shall be held on the first Sunday of the month, and the regular meeting would have been on Sunday the 6th June, but a special meeting for considering the purchase of a new site was called for Sunday the 31st May, and the notices calling the meeting were not posted till the 27th May. It was stated that many members of the congregation are pedlars and frequently absent from the city, and in consequence the attendance at the meeting was small, only 34 out of a membership of 130 being present when a resolution was put and carried authorizing the purchase of certain property in University street for \$4,600. A considerable number of the members of the congregation are opposed to the site chosen, and also to the sale of the site on which their present place of worship stands.

The notice for the special meeting was inadequate, having regard to the importance of the subject to be considered. The defendants, who, as trustees, hold the moneys of the congregation on deposit, must be restrained from withdrawing the same from the Imperial Bank, until after the trial, unless in the meantime a regular meeting of the congregation is held for the purpose of considering the question, when, if a majority resolve on the purchase of a new site, defendants or any other member or members of the congregation may move to dissolve the injunction.

Order accordingly. Costs in the cause unless otherwise ordered by the trial Judge.

BRITTON, J.

JULY 2ND, 1903.

WEEKLY COURT.
RE SOLICITOR.

Costs—Assignment of Portion of Fund in Question in Action by Client to Solicitor—Decease of Client—Validity of Equitable Assignment—Corroboration.

Appeal by solicitor from decision of local Master at Ottawa upon taxation of costs of solicitor and accounting as against the estate of J. W. McCrae, deceased.

The Solicitor, in person.

J. F. Smellie, Ottawa, for estate of J. W. McCrae.

BRITTON, J.—The evidence of the solicitor; corroborated as it is, establishes a good equitable assignment by the deceased of so much of an existing fund as would pay the debt due to the solicitor; and the fact that bills of costs had not been rendered was not material. The deceased knew that a