

Court in the district of Algoma. Action to recover the price of a quantity of fish sold by plaintiffs to defendants, the latter residing and carrying on business in the city of Toronto. The plaintiffs resided and carried on business at Thessalon, in the division of the Court in which the action was brought. On the 14th December, 1902, plaintiffs telegraphed from Thessalon to defendants at Toronto: "Offering fresh caught whitefish frozen five and a half cents f.o.b. here, if want how ship." Next day defendants telegraphed to plaintiffs from Toronto: "Freight ten hundred pounds white, some trout if you have them." The fish were shipped by plaintiffs immediately upon the receipt of this message.

Gideon Grant, for defendants.

Grayson Smith, for plaintiffs.

FERGUSON, J., held that plaintiffs' telegram was part of the contract, and that the contract was not wholly made at Thessalon, but partly in Toronto. Thus the cause of action, which consists of the contract and the breach, did not arise at Thessalon, and the Court there had no jurisdiction. The defendants had not by their conduct waived their right to prohibition.

Order made for prohibition with costs.

MACMAHON, J.

JUNE 30TH, 1903.

WEEKLY COURT.

KOPMAN v. SIMONSKY.

*Church—Change of Site—Resolution of Congregation—Meeting—
Notice—Irregularity—Trustees—Injunction.*

Motion by plaintiff for an interim injunction to restrain defendants from applying a sum of \$1,000 in their hands as trustees upon the purchase of a new site in University street, Toronto, for a Jewish synagogue, for a congregation worshipping in a synagogue at the corner of Elm street and University street, and to restrain defendants from purchasing the site, on the ground that the congregation had not proceeded regularly to authorize the purchase.

L. F. Heyd, K.C., for plaintiff.

J. Baird, for defendants.

MACMAHON, J.—The meeting of the Jewish congregation known as the "Goel Tsedec" called for the purpose of considering the advisability of purchasing a new site for a synagogue, was not called on the day provided by the rules of the synagogue, nor was the requisite notice of four days given