

68 Injunction and Mandamus.—Where a person is doing something he contracted not to do, or is infringing upon the rights of another, an order may be obtained from the court restraining him from further action until the case has been legally adjudged. This order is called an injunction and can be obtained from the judges of the higher courts only.

The cost varies. If the party desiring an injunction will go to the judge direct and make application for himself, becoming personally responsible under a bond for whatever damages may arise out of it and the matter stops with the service of the injunction, it need not cost over \$5.00. But if he employs a solicitor or barrister to make application for an order of injunction and who thus becomes responsible for damages that may arise, it will cost from \$20 to \$50, and possibly \$75 if the injunction is resisted and the case has to be fought out.

The same judges may grant a mandamus, ordering one to do his duty in a particular case. This is usually used against a public official.

69 Place of Suit.—In case of trial for breach of contract the place where the contract is made is where the suit will be tried.

Contracts made by letter have for their place where the letter of acceptance was signed, hence there the suit should be.

In regard to real estate, the place of contract is where the property is situate.

A promissory note not made payable at any definite place would be sued where it was dated; but if payable at some other place, then that would be place of suit. A note is said to be made where it is delivered to the payee. (Section 83 Bills of Exchange Act).

Goods ordered or sold from store or warehouse and taken by purchaser or shipped from there, would generally have that place for place of suit. Goods delivered by traveller to the retail dealer, the place of suit would be there.

In cases where a traveller or the manufacturer calls on the retail trader and secures orders for goods, that will be the place of suit.

But Section 85 of the Division Courts Act of Ontario says: "The action may be entered and tried in the court nearest to the residence of the defendant, irrespective of the place where the cause of action arose," and the same permissive power is given the courts in all the provinces.

70 Contract to Build a House.—To more fully illustrate the opening closing, signature, witnessing and general wording of a contract the following concise agreement for building a house is given:

ARTICLES OF AGREEMENT made and entered into on this 24th day of March, A.D. 1906, between J. H., of Toronto (merchant, or other occupation), and C. S., of St. Catharines, builder, it is agreed in manner and form following, viz.:

The said C. S. covenants and agrees with the said J. H. to make, erect, build and finish in a good and substantial and workmanlike manner on lot, plan, the property of the said J. H., situate on the . . . side of . . . street, in the . . . of . . ., a dwelling house, agreeably to the draft, plan and specifications hereunto annexed, of good, substantial materials, by the . . . day of . . . next.