

Both exceptions were maintained and the action dismissed by the following judgment:

“The Court having heard the parties on the declinatory exception of the defendants setting forth that the contract which intervened between the parties was made at Jacksonville (Florida, U. S. A.) and that plaintiffs took delivery of the goods mentioned in that contract, at the Potomac Yards, Washington, and that, therefore, this Court has no jurisdiction in the matter;

“Considering that this is an action based on a breach of contract; that said contract was agreed to between the parties, in the United States of America and that, therefore the whole cause of action took place outside of our jurisdiction and of this province;

“Considering that the service made on the witness J. F. McLean who is only a sale agent for the defendants, that is to say, a commission merchant, handling their goods along with other people's goods, cannot be construed to be a personal service on the defendants which would give jurisdiction to this Court;

“Considering that it has not been proved that defendants had, at the time of the service, any property in this province and that, moreover, it was not alleged that they had and that the proof in reference to that part of the case was objected to and admitted only under reserve;

“Maintains said declinatory exception and dismisses plaintiffs' action saving their recourse before a proper jurisdiction with costs against plaintiffs;

“And on the exception to the form;

“Seeing article 166, C. P.;

“Seeing the proceeding judgment;