

the company to the Colonial Securities Company on the 21st March, 1903, and assigned by that company to the applicant on the 20th July, for a mandatory order requiring the secretary of the oil company to transfer the stock on the books of the company to the name of the applicant, and to issue a share certificate therefor. The ground of refusal by the secretary of the oil company to enter the transfer on the books of the company was that the Colonial Securities Company had broken a contract with the oil company, and in consequence the latter had passed a resolution not to put through any more transfers of stock made by the securities company until they had fulfilled their contract. The applicant (who resided in New York) in his affidavit stated that he purchased the 50,000 shares of stock in good faith in the usual way of business from the Colonial Securities Company, to whom he paid a valuable consideration.

C. A. Moss, for the applicant.

W. E. Middleton, for the company.

MACMAHON, J., held that the applicant, having purchased in good faith and without notice of any infirmity in the title of his vendors, was entitled to a mandatory order as asked, with costs.

CARTWRIGHT, MASTER.

OCTOBER 7TH, 1903.

CHAMBERS.

ATKINSON v. PLIMPTON.

Writ of Summons—Service out of Jurisdiction—Order Permitting—Motion to Set aside—Action for Price of Goods Sold—Sale by Sample—Return of Goods—Copyright—Discretion as to Forum.

Motion by defendants to set aside an order allowing plaintiffs to issue a writ of summons for service on defendants at Liverpool, England, the writ issued pursuant thereto, the service thereof, and all subsequent proceedings.

The action was to recover \$2,200, a balance alleged to be due for goods sold and delivered to defendants.

In the spring of 1902 defendant Kirkness was in Toronto, and saw plaintiffs, who were a firm of wholesale dealers in fancy goods. At this interview it was agreed that plaintiffs should send to defendants, who were a firm doing business at Liverpool, samples of their goods. This was done, and after inspection orders were sent by defendants, pursuant to which goods were shipped by plaintiffs. Defendants returned