

Amount of purchase money	
still unpaid . . . . .	2,207.76
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Balance	\$174.84

If the defendant would allow this sum, \$174.84, upon the costs which the plaintiff is ordered to pay, and the plaintiff thereupon release his cause of action, it seems to me the merits of the case would best be served. If not, the troublesome questions as to the real value of the goods unsold must come up—and I am far from agreeing with the Master—and, in view of the finding of fact by Meredith, C.J., in the former action “that the net proceeds (of the sale over the counter) will fall considerably short of satisfying what remains due of the purchase money” (4 O. W. R. 92), the plaintiff will find great difficulty in the way—perhaps insuperable—in any attempt to prove that the value of all the goods to which he would be entitled upon a tender of the money was in excess of the balance of the purchase money.

I should perhaps add that, on the facts of this case, I think no special action would lie as for injury to the plaintiff’s “reversion.”

FALCONBRIDGE, C.J., agreed with the judgment of RIDDELL, J., for reasons stated in writing.

BRITTON, J., dissented, for reasons stated in writing.

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CARTWRIGHT, MASTER.

AUGUST 30TH, 1907.

CHAMBERS.

EASTWOOD v. HARLAN.

*Writ of Summons—Service on Defendant Company—Regularity—Rules 146, 159—Service on Clerk at Company’s Office—Service Brought to Knowledge of Company.*

Motion by defendants to set aside the service of the writ of summons, on the ground that it was not served as required by Rule 159.

G. C. Campbell, for defendants.

J. P. Crawford (Montgomery & Co.), for plaintiff.