

and have served the accompanying summons, &c., *in his absence*, upon J. Viljoen, his neighbour, and have requested him to deliver, on the defendant's return, the documents aforesaid."

Meyer  
v.  
Marais.

The Court held this not to be legal and sufficient service, and the case was withdrawn.

## 2. SIMPSON & CO. v. ALLINGHAM.

[30th December, 1834.]

*What does not amount to Proof of Residence for the Purpose of Service of Summons.*

The plaintiff, to prove that the defendant lodged at Jearey's, where the summons had been left for him, called—

Simpson & Co  
v.  
Allingham.

*Edward Broderidge*, who stated, I am barman of John Jearey, at Rogge Bay. I know defendant. He used to come to Jearey's; he did not lodge there. I received a summons afterwards, which I gave to Allingham. I don't know the name of the person who gave it me. I believe him to be a messenger. I got the summons on Saturday week. I gave it to Allingham the same day. Defendant has slept at Jearey's occasionally, not constantly.

The Court held that this evidence did not prove the residence, and adhering to the letter of the 13th Rule, dismissed the case, with costs.

## 3. TRUTER & MEESER v. MECHAU.

[1st February, 1836.]

*Service at the "Usual and Last Dwelling-place" held Good.*

In this case, the return by the sheriff of the service of the summons for provisional sentence, was in the following terms:—

"As I could not find J. G. Mechau or any one of his household at his usual place of residence in this town, and as his present place of residence is unknown to me, a copy of the summons and copies of the documents alluded to therein were left at his usual and last dwelling-place in this town—those documents having been affixed to the door of his dwelling place aforesaid—on this the 21st day of January, 1836."

Truter &  
Meeser  
v.  
Mechau.

The Court (Chief Justice *dubitante*) sustained the service, and gave provisional sentence.—(*Vide infra*—Townley v. Cameron, p. 134. Wood v. Boardman, p. 137.)