THE MASTER.—Considering that plaintiff has already paid into Court $200, which on motion was allowed (on the 13th inst.) to stand as a compliance with the two præcipe orders for security issued by the applicant and the other defendants (see ante 424), I think this motion is entirely premature and unwarranted. I have had occasion to consider this matter fully in Burnside v. Eaton, ante 417. The conclusion there reached was, that the party applying must not be too anxious to secure himself. It will be time enough to consider the question of witness fees and commissions and engaging eminent counsel, when the action is at issue. Mr. Macdonell asked me to retain the motion if I thought I could not grant it. But I do not see any ground for so doing. The motion must be dismissed with costs to plaintiff and the other defendants in any event. If it really becomes necessary, the motion may be renewed on proper material and at a suitable stage of the action.

MAY 23RD, 1903.

DIVISIONAL COURT.

CRAIG v. SHAW.

Sale of Goods — Action for Price — Contract — Place of Delivery — Inspection—Defect in Quality—Allowance for.

Appeal by defendants from judgment of HARDING, Co.J. of Victoria, sitting at the trial for a Judge of the High Court, in favour of plaintiffs in an action to recover $487, the price of 97½ cords of bark sold by plaintiffs to defendants. The Judge gave judgment for the full amount claimed.

The appeal was heard by FALCONBRIDGE, C.J., BRITTON, J.

F. E. Hodgins, K.C., for defendants, contended that there never was a complete contract of bargain and sale, or, if any, that it extended only to a part of the whole amount claimed; that defendants acted only as agents for plaintiffs in selling the bark; and that the bark delivered was not merchantable.

R. J. McLaughlin, K.C., for plaintiffs, contra.

FALCONBRIDGE, C.J.—I agree in the conclusion that there was a binding contract for all the bark, the validity of which contract did not depend on the execution of a more formal document.