

sion, said that he was about to leave for Italy. He did leave next day. He said he did not know when he would come back, probably in a year or two years. The Master refused to make the order for security, referring to *Moffatt v. Leonard*, 6 O. L. R. 383, and *Sharp v. Grand Trunk R. W. Co.*, 1 O. L. R. 200. The order for a commission was granted. R. R. Waddell, for the plaintiff. Featherston Aylesworth, for the defendants.

SELBY YOULDEN Co. v. JOHNSTON—SUTHERLAND, J.—FEB. 3.

Contract—Making Specific Article—Action for Price.]—Action to recover the balance due for work done by the plaintiffs in building for the defendant a boiler and engine, under a contract in writing. The learned Judge held that the plaintiffs were entitled to succeed. What was contracted for here was a definite and defined article, and what was contracted for was supplied: *Jones v. Just*, L. R. 3 Q. B. 197, 202, and cases cited. Judgment for the plaintiffs for \$375, with interest and costs. A. B. Cunningham, for the plaintiffs. W. B. Northrup, K.C., for the defendant.

SCHULER v. McINTOSH—SUTHERLAND, J.—FEB. 3.

Contract—Oral Promise—Evidence—Consideration.]—Action to recover the sum of \$3,000, upon an alleged promise by the defendant to pay that sum to the plaintiff. The plaintiff had given her son property of the value of \$3,000, and he had transferred this to the defendant in part payment for a share in a business carried on by a partnership of which the defendant was a member. The business not being successful, an agreement was entered into between the defendant and the plaintiff's son and put in writing, by which, upon the latter giving up his share in the business, certain promissory notes made by him and indorsed by the plaintiff were to be cancelled. The plaintiff alleged that the defendant, by a verbal promise, made before the execution of the written agreement, agreed to repay to her the \$3,000 mentioned, in consideration of her inducing her son to execute the agreement. The learned Judge finds as a fact that the defendant made no such promise or agreement. Action dismissed with costs. F. H. Keefer, K.C., for the plaintiff. H. Cassels, K.C., for the defendant.