

advances to M., and to become security for M.'s due completion of the work, it being agreed therein that "upon the completion of the contract O. D. & Co. should pay T. M. and G. M. the amount due them by M. for supplies before paying M. anything."

owing by O. D. & Co. to M., for which M. could recover against them, before O. D. & Co. were liable under the above contract to pay T. M. and G. M. anything, and that the intention was only to enable T. M. and G. M. to intercept payment by O. D. & Co. to M. of money due from them to M. *McDonald v. Oliver et al.*, 310.

*Held*, that there must be an amount