

tor, as she desired, the defendants induced her to allow their solicitors to prepare them, and Mr. Flannigan admits that he concealed from them what he now asserts to have been the fact, viz., that there was some special bargain affecting the rear strip in question, by which it was to be held subject to a trust for public use.

I think, therefore, the plaintiff is entitled to the relief which she claims, and that judgment must be pronounced for the rectification of the conveyances in question by limiting the lands included in them, so as to exclude the strip of land which lies to the south of the fence, marked "right of way of fence" upon the plan filed as exhibit number 2.

The plaintiff will have her costs of this action.

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JULY 19TH, 1907.

DIVISIONAL COURT.

DUNSTAN v. NIAGARA FALLS CONCENTRATING CO.

*Contract—Goods to be Manufactured by Plaintiff—Refusal of Defendants to Accept—Statute of Frauds—Work and Labour.*

Appeal by plaintiff from judgment of MAGEE, J., 9 O. W. R. 11.

J. A. Macintosh, for plaintiff.

A. B. Morine, for defendants.

The judgment of the Court (MEREDITH, C.J., TEETZEL, J., ANGLIN, J.), was delivered by

MEREDITH, C.J.:—The action is brought for the price of labels manufactured by plaintiff for defendants. Among other defences set up, defendants pleaded the Statute of Frauds, and effect was given to that defence and the action was dismissed.