

plaintiff's father and his wife's father, by which it was mutually agreed that they should pay the sums of £100 and £200 respectively to the plaintiff, and that the plaintiff should have full power to sue for same in any Court of Equity. On demurrer it was held that the action was not maintainable. *Bourne v. Mason*, 1 Ventr. 6, was referred to, in which it was held that the daughter of a physician might maintain assumpsit upon a promise to her father to give her a sum of money if he performed a certain cure. Wightman, J., in referring to this case in giving judgment in *Taxedle v. Atkinson*, says: "There is no modern case in which the proposition has been supported. On the contrary it is now established that no stranger to the consideration can take advantage of the contract although made for his benefit." These words, in the opinion of Robertson, J. (*Moot v. Gibson*, 21 O.R. 248 at p. 252,) imply that where the party trying to enforce the contract is not a stranger to the consideration that party can enforce such a contract.

In the case of *Gregory v. Williams*, 3 Merivale 582, one Parker, who was in possession of a farm belonging to the defendant Williams was considerably indebted to Williams, who also owed a large debt to one Gregory. Parker, as Williams knew, was under an apprehension that Gregory would arrest him. Williams, the landlord and Parker the tenant, entered into an agreement in writing to which Gregory the creditor was neither a party nor privy, to the effect that if Parker would make over to Williams all his property and give up possession of his farm, he would pay the debt due to Gregory. Gregory was subsequently informed of this arrangement by a letter from William's solicitor, and he and Parker filed the bill against Williams to enforce it. Williams paid his own claim, but the property having been sold at a loss, he had not sufficient to pay Gregory as well, but there was sufficient to pay Gregory's claim if Williams had not paid his own first. The Master of the Rolls however, held him liable. This case should be carefully considered, because the facts as set out in the statement of the case are not all supported by the pleadings. It is discussed and explained at length in *Re Empress Engineering Company* and *Henderson v. Killey*.

*Gandy v. Gandy*, 30 Ch. D. 57, was a case of a deed by which a husband covenanted with the trustees inter alia to pay them all the expenses of the maintenance and education of the two