

by A, now lying at Lyme Cobb, at 1s. per foot.' This is not a sufficient note or memorandum, as it does not show that B is the seller<sup>1</sup>.

It would be sufficient if it appeared, either by the document itself or by external proof, that B was a dealer in marble<sup>2</sup>.

3. A signed memorandum in these words—'We agree to give A 19d. per pound for thirty bales of Smyrna cotton'—is, as against the party signing, a sufficient note or memorandum in writing for the purposes of this Article, though it shows no promise on A's part to sell the cotton<sup>3</sup>.

4. A orders goods at B's shop. A list of the goods bought is entered in a book entitled 'Order Book' and having B's name on the fly-leaf. A writes name and address at the foot of the list. The list signed by A in B's order book is a sufficient note or memorandum as against A, as it shows all that it is to be done on A's part, although a slight alteration to be made by B in one of the articles is not mentioned in the list<sup>4</sup>.

5. A delivers to B an order in writing to build a carriage of a specified description by a certain time, saying nothing about price. B makes the carriage, and in the course of the making alters it in various points at A's request. The order is a sufficient note and memorandum, and A must take the carriage at a reasonable price<sup>5</sup>.

(To be continued.)

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<sup>1</sup> *Vandenbergh v. Spooner*, L. R. 1 Ex. 316; 35 L. J., Exch. 201 (doubted by Willes J.); L. R. 3 C. P. p. 54.

<sup>2</sup> *Newell v. Radford*, L. R. 3 C. P. 52; 37 L. J., C. P. 1.

<sup>3</sup> *Egerton v. Matthews*, 6 East, 307.

<sup>4</sup> *Sart v. Bourdillon*, 1 C. B., N. S. 188; 26 L. J., C. P. 78.

<sup>5</sup> *Hoadley v. Maclaine*, 10 Bing. 482.