

Full Court.]

POWER v. POWER.

[Feb. 13.]

Parent and child—Deed given in consideration of agreement to support—Promissory note—Consideration.

Defendant secured a deed of a piece of land from his father in consideration of an agreement on his part to provide for the support of his father during the remainder of his life. Defendant failed to carry out his agreement and plaintiff, with other members of the family, in the lifetime of the father were about to take proceedings with a view to setting the deed aside when defendant, in consideration of the proposed proceedings being abandoned, agreed to give plaintiff and the other members of the family, each, his promissory note for the sum of \$300.

Held, that the claim made by plaintiff being a serious one there was good consideration to support an action on the note, irrespective of whether plaintiff could have succeeded in the proposed proceedings or not.

Semble, that consideration for the note was afforded by the fact that it was given as part of a family settlement or arrangement.

Roscoe, K.C., for appeal. *J. J. Ritchie*, K.C., contra.

Full Court.]

McFARLANE v. McLEAN.

[Feb. 13.]

Sales—Seizure of goods—Time for payment—Repudiation of contract—Quantum meruit.

Plaintiff sold a quantity of cloth to defendant who carried on a tailoring business on the terms that the cloth was to be made up into suits and paid for as it was made up. Before the cloth could be manufactured into suits it was seized and taken away under claim of title by virtue of a chattel mortgage.

Held, 1. The manufacture of the cloth into suits must be done within a reasonable time and that even if without default on the part of defendant he became unable to carry out his agreement that did not excuse him from making payment.

2. The fact of defendant having wholly repudiated his obligation under the contract discharged plaintiff from any obligation that he was under to give credit and enabled him to sue on a quantum meruit for the value of the goods.

D. McNeil, for appeal. *O'Connor*, contra.