

—publications calculated to interfere with the administration of justice.

Reference to Rule 553; Re Bolton and County of Wentworth (1911), 23 O.L.R. 390; Demorest v. Midland R.W. Co. (1883), 10 P.R. 82, 85.

There being nothing to shew that the making-up of the statements was a duty which, as manager, the appellant Fleming had to perform, the appeal should be allowed, and the order appealed from discharged, without prejudice to another application supported by other material, and without prejudice to any application against the appellant company which the respondent corporation might be advised to make.

No order as to the costs of the appeal or of the proceedings in the Court below.

FIRST DIVISIONAL COURT.

APRIL 3RD, 1917.

CRAWFORD v. ODETTE.

*Contract — Oral Promise to Repay Money Paid for Shares in Company on Happening of Uncertain Event—Enforcement—Statute of Frauds—Consideration—Interest.*

An appeal by the plaintiff from the judgment of LENNOX, J., at the trial at Sandwich, dismissing the action, which was brought to recover \$1,500 paid by the plaintiff to the defendant in the circumstances mentioned below.

The appeal was heard by MEREDITH, C.J.O., MACLAREN, MAGEE, HODGINS, and FERGUSON, J.J.A.

W. N. Tilley, K.C., for the appellant.

J. H. Rodd, for the defendant, respondent.

MEREDITH, C.J.O., read the judgment of the Court. The husband of the appellant, he said, had been carrying on business as a general merchant; he made an assignment for the benefit of his creditors; he arranged with the respondent to buy the stock in trade and form and incorporate a company to carry on the business; the appellant gave her husband the \$1,500, and he gave it to the respondent to aid the latter in making the cash payment on the purchase, on the understanding that the appellant's husband was to be the manager of the business. According