

REPORTS OF CASES
ADJUDGED IN THE
COURT OF CHANCERY,
OF
ONTARIO,

DURING PORTIONS OF THE YEARS 1875 AND 1876.

BOYD V. SHOULDICE.

*Specific performance—Valuable consideration—Supplemental answer—
Consideration of marriage—Practice.*

The owner of land promised the father of the plaintiff that if he would marry his daughter he would give him 50 acres of land; and after the marriage he did execute a bond to him for a conveyance thereof reciting the payment of \$300 as the consideration therefor. The bond also contained a recital that the obligor desired that the land should go to the male issue of his daughter and her husband. The obligee having died, a suit to compel the specific performance of the agreement was filed by his infant heiress, to which the obligor set up the defence of want of consideration; as also a denial of having executed the bond. At the hearing *Blake*, V.C., refused to allow a supplemental answer to be filed setting up a defence as to the estate agreed to be conveyed; and being of opinion that there was an adequate consideration, made a decree for specific performance of the agreement with costs; which, on rehearing, was affirmed with costs.

The bill in this case was filed by *Catharine Boyd*, Statement. an infant, by her next friend, and *Richard Gordon* and *Mary Gordon*, his wife, for the specific performance of an agreement to convey 50 acres of land in the township of Elderslie, made by *James Shouldice* the elder, one of the defendants, with *Donald Boyd*, the father of the infant plaintiff.

The agreement was contained in a bond dated 6th August, 1863, which recited that *Donald Boyd* had con-
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