which the purchaser promises to accept from the vendor, a transfer of property in goods, whether the goods are delivered at the time of the contract or are intended to be delivered at some future time, and whether the goods are, at the time of the contract, actually made, procured, or provided, or fit or ready for delivery or not, and whether or not any act is requisite for making or delivering or rendering them fit for delivery[1].

[Submitted.] A contract by which one person promises to make goods for another, and by which the other promises to pay a price for such goods when they are made, is a contract for the sale of goods[2].

A contract by which one person promises to make something which when made will not be his absolute property, and by which the other person promises to pay for the work done, is a contract for work, although the payment may be called a price for the thing, and although the materials of which the thing is made may be supplied by the maker.

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[1] *Lee* v. *Griffin*, 1 B. & S. 272; 30 L. J., Q. B. 252, reviewing earlier cases; and see Benj. 99-103, 3rd ed. The latter part of the paragraph is the equivalent of 9 Geo. IV., c. xiv. s. 7, with slight verbal alterations to adapt it to the structure of the sentence. The statute of Geo. IV. does not say that the Statute of Frauds is to extend to a case in which the property in the goods is intended to pass at a time subsequent to the contract, but antecedent to the delivery. 'I contract with you to-day that my horse shall become your property to-morrow, that he shall be delivered to you next week, and paid for next month.' Such a contract, I suppose, would be a very unusual one.

[2] This is somewhat different from the principle stated by Mr. Benjamin in his remarks on *Lee* v. *Griffin*. The difference lies in the last paragraph of the article. Mr. Benjamin seems to me to explain very clearly one part of the rule, namely, that part which states that a contract is for the sale of goods if the object is to produce a chattel which is to be transferred for a price from the maker to the person who orders it. But this does not quite explain such a case as *Clay* v. *Yates*, or the case of the solicitor and the deed. The true principal of these cases appears to me to be that neither the book when printed, nor the deed when drawn, is the absolute property of the printer or the solicitor. The author's copyright in the book, and the client's interest in the deed, qualify their proprietary rights. If the printer, being unpaid, were to sell the copies to a publisher, or if the solicitor, not getting his costs, were to