

dant stated that the hiring was for a definite period of eight months for \$130, no time having been fixed for payment, and his account was corroborated by a witness who was present when the bargain was made.

Plaintiff left the service of defendant after four months, without defendant's consent, and without any valid reason or excuse.

The County Court Judge held that the minds of the parties had not met as to the terms or duration of the intended contract, and that as the plaintiff had worked four full months, he should be allowed for his work on a quantum meruit.

Held, that even if the plaintiff had misunderstood the legal effect of the bargain he had made, he was still bound by it: *Smith v. Hughes*, L.R. 6 Q.B. 597; and that he could not recover anything for his services without fully completing his contract.

Cutter v. Powell, 2 Smith's L.C. 1, and *Britain v. Rossiter*, 11 Q.B.D. 123, followed. Appeal allowed with costs.

J. D. Cameron, Q.C., for plaintiff. *West*, for defendant.

Full Court.]

CLOUTIER v. GEORGESON.

[March 10.

Exemptions—Assignment for creditors—Selection of exemptions by assignee when assignor neglects to make choice—Assignments Act, R.S.M. c. 7, s. 3—Exemptions Act, R.S.M. c. 53, s. 43.

The plaintiff, a merchant, made an assignment in the usual statutory form of all his stock in trade, and personal property, etc., liable to seizure under execution to the defendant in trust for creditors.

Amongst the chattels in the store were the following: Shelving, drawers and counters valued at \$700, a staircase valued at \$100, and a number of small machines, a safe, tables, chairs, show cases and other shop furniture valued at \$501.10; all of which were set forth in the inventory with the knowledge and consent of plaintiff. All these articles were included in the sale made by defendant by auction at 60 cents on the dollar of the valuations; but, before the sale was completed, the plaintiff's solicitors notified the defendant that the plaintiff claimed the "fixtures" in the shop as not being liable to execution, and the landlord claimed the shelving, drawers and counters. Defendant then abandoned the latter to the landlord and left the staircase on the premises, but received and distributed the purchase money of the other goods including those above mentioned as valued at \$501.10.

A considerable time afterwards the plaintiff claimed that these articles were exempt under sub-s. (f) of s. 53 of The Exemptions Act, R.S.M. c. 83, which specifies: "tools . . . and necessities used . . . in the practice of his trade, profession or occupation to the value of five hundred dollars," and had not passed by the assignment. He then brought this action to recover their value.