

books in Ontario. Plaintiff says that to this end the educational department in defendants' business, with plaintiff at the head of it, was established.

The fact that plaintiff, at the start, was to get \$15 a week, puts the case altogether outside of the ordinary one where, from the mere doing of useful work for a stranger in his business, a promise to pay would be implied, and to pay what such work would be reasonably worth.

No doubt plaintiff expected to get more than the \$15 a week, but he expected it because he supposed that some new definite bargain would be made.

Plaintiff continued, as he puts it, in defendants' service without any bargain. Is plaintiff in a position to say that he must now recover upon a quantum meruit, and so virtually be placed in as good a position as if defendants had made an agreement and had made it in accordance with plaintiff's offer? What plaintiff did was in the course of his employment. It does not seem to me material whether plaintiff or Mr. Morang is right as to the educational department being then first organized. . . .

In November, 1900, plaintiff asked for more money, and was allowed \$20 a week. This amount he received weekly until November, 1902. On 29th April, 1901, realizing that there was no agreement beyond that of the weekly allowance, plaintiff says he wrote to Mr. Morang a letter, of which plaintiff kept and produced at the trial a copy. Mr. Morang has no recollection of ever having received such a letter, and he cannot find any such. There is no corroboration of plaintiff's evidence of that letter or its receipt by Mr. Morang. Suppose it was received, it was only a proposition that an arrangement be made on "something like the following basis:"—

1. Educational department to be kept separately.
2. Defendants to pay the \$20 a week.
3. Defendants to pay plaintiff 20 per cent. on profits when the profits of the department amount to more than \$5,000 per annum.
4. Defendants to pay plaintiff a royalty of 5 per cent. on all books prepared by him or in which a large proportion of the work was plaintiff's.

There was no reply to that letter. Mr. Morang says that plaintiff in conversation spoke about getting royalty, but