

Jeffrey failed to make payment for the land to Fisher, and the latter took over Jeffrey's equity by accepting a release in consideration of \$50 cash paid.

Held, that the plaintiffs were entitled to a lien or charge upon the interest or title of Jeffrey in the lands as it stood before the release given to Fisher, but that the lien or charge must be subordinate to Fisher's claim as vendor.

Objection was taken to the statement of claim attached to the lien as filed, counsel for defendant contending that it did not sufficiently state the time within which the work was done. The lien as filed stated that the work was commenced on a certain day, and that it was done on or before a certain other day.

Held, on the authority of *Truax v. Dixon*, 17 O.R. 366, and in view of the provision in s. 8, clause (uu), of the Interpretation Act, R.S.M., c. 78, that the statute was sufficiently complied with:

Elliott for the plaintiff.

Munson, Q.C., for the defendant.

DURUC, J]

BERTRAND v. MAGNUSSON.

[July 4.

Exemptions—Actual residence or home of any person—Building used as dwelling and shop.

The defendant had made an assignment to the plaintiff for the benefit of his creditors of "all his personal property and real estate, credits and effects which may be seized and sold under execution," following the language of s. 3 of c. 7, R.S.M. At the date of the assignment he owned a building which was erected for the purpose of, and was used by him, as a retail shop and dwelling house combined, the dwelling being upstairs over the shop. The plaintiff contended that as the building was chiefly used for a shop, it would not be exempt under R.S.M., c. 53, s. 43, and sued defendant in ejectment.

Held, that as the value of the whole building and lot did not exceed \$1,500, and as it was the actual residence and home of the defendant, it was exempt from seizure under execution, notwithstanding the use of a large part of it for a shop, and therefore defendant's title did not pass to the plaintiff.

Verdict entered for the defendant.

Elliott for the plaintiff.

Haggart, Q.C., for the defendant.