

Prendergast, J.]

[October 11.]

## COPPEZ v. LEAR.

*"Wages," meaning of word—Act respecting assignments of wages or salaries to be earned in the future, 9 Edw. VII. c. 2—Earnings of man employed to work with his own team at a rate per day, whether wages or not.*

Wages are the personal earnings of labourers and artisans and it is an essential ingredient in wages that the personal services of the labourer or artisan must not only be rendered, but must have been contemplated as such in the contract. Where, therefore, the defendant owning two teams of horses was employed to haul gravel at a rate per team per day, and hired another man to drive one of the teams for him, the earnings of the defendant for the work were held not to be wages within the meaning of 9 Edw. VII. c. 2., and an assignment by the defendant to the claimant of such earnings, although part had not yet been earned, did not come within the said Act and was held to be valid as against a garnishing order subsequently served by the plaintiff.

*Ingram v. Barnes*, 26 L.J.Q.B. 319, and *Stroud's Judicial Dictionary*, vol. 3, p. 2206, followed.

*Blackwood*, for plaintiff. *Hanneson*, for claimant.

Mathers, C. J.]

[October 18.]

## WELLS v. KNOTT.

*Practice—Summary judgment—Counterclaim—Stay of execution pending trial of counterclaim.*

Although the plaintiff has obtained leave to sign judgment for rent due, a stay of execution should be granted until after the trial of the defendant's counterclaim for damages to the goods on the premises alleged to have been caused by non-repair, if the counterclaim is so far plausible that it is not unreasonably possible for it to succeed if brought to trial, unless some reason is shewn to believe that the plaintiff will be put in peril of losing the amount of his judgment by the delay. *Sheppards v. Wilkinson*, 6 T.L.R. 13, followed.

*Burbidge*, for plaintiff. *Coyne*, for defendant.