

It was contended contra, that the motion was made too late.
Held, that it is too late to move for a non-suit after a verdict is returned, even though it be not entered.

Lawton v. Chance, 4 All. 411; and *Blankiron v. Great Central Gas Consumers Co.*, 2 F. & F. 437, referred to.

McDonald, Q.C., for the motion.

Alward, Q.C., contra.

MANITOBA.

SUPREME COURT.

TAYLOR, C. J.]

GILES v. McEWAN.

[Nov. 7.]

Statute of Frauds—Hiring and service—Quantum meruit—Joint creditors.

The plaintiffs, husband and wife, made a verbal contract with the defendant to serve him for a year as farm laborer and housekeeper respectively for \$400. The work was not to be commenced until the plaintiffs were sent for, and it was doubtful upon the evidence whether they had served for a full year or not.

The action was tried in the County Court where the learned judge held that the agreement of hiring was within the Statute of Frauds, and that the plaintiffs could not sue upon it, but he held that they were entitled to recover the value of their services in this action as upon a quantum meruit and that the contract of hiring to be implied from the services rendered under the circumstances should be considered as joint.

Defendant then appealed to a judge of the Queen's Bench.

Held, that the Statute of Frauds prevents an action being brought upon a verbal agreement not to be performed within a year, even although the agreement is wholly performed by the plaintiff.

McMillan v. Williams, 9 M. R., 627, and *Britain v. Rossiter*, 11 Q. B. D. 123 followed.

Held, also, that as the plaintiffs could not recover on the original verbal contract of hiring, they could not recover jointly in this action upon a quantum meruit, but should have sued separately for the value of the services rendered: *Crumble v. McEwan*, 9 M. R. 419.

Appeal allowed with costs and non-suit entered in the County Court.

West for the plaintiffs.

Bradshaw for the defendant.

BAIN, J.]

BERTRAND v. HEAMAN.

[Nov. 18.]

Garnishment—Evidence—Assignment for creditors.

In this case the evidence, if admissible, showed that one James Heaman, who had made an assignment to the plaintiff for the benefit of his creditors