

"employés" although it takes its colour from the other expressions with which it is grouped, should be regarded as bearing a distinct and independent significance which serves to extend the scope of the statute beyond the limits imported by those expressions.

In its latest decision on the subject, however, the Court of Appeal has definitely committed itself to the view that the statute is not intended "to secure a preference for claims due to the clerical force engaged in transacting the business of a company, nor to its superintendent, firemen, or any officers of the corporation who are compensated by a fixed yearly salary".

In *Palmer v. Van Santvoord* (1897) 153 N.Y. 612. The effect of the decision was that a preference should be allowed to an employé hired to sell the machines of his employers, and to go from place to place and set them up for the purchasers. As stated in *Re Stryker*, (see next note), the work which this claimant performed was so largely manual that he might without impropriety have been classed among "labourers" and "mechanics." But the actual standpoint of the court is indicated not merely by its remark, made *arguendo*, to the effect that "a bookkeeper or person employed to make sales of merchandise or property is entitled to a preference," but also the general course of its reasoning, which distinctly shows that it regarded the expression "employés" as being intended to cover a class of servants engaged in the performance of work different from, and higher than that implied by the terms "operatives" and "labourers." The following passage may be quoted: "The word 'employés' in the statute of 1885 is a word of larger import than the words 'operatives and labourers' which follow it, (*Gurney v. Atlantic G.R. Co.*, 58 N.Y. 358); and, while it may embrace the latter classes it is not confined to those who perform manual labour only; and to construe in the narrowest sense as embracing those classes only, would violate one of the accepted canons of construction to which we have referred,—that each word used in an enumeration in a statute of several classes or things, is presumed to have been used to express a distinct and different idea. . . . "It is doubtless true that, from the lack of technical accuracy and precision in the framing of statutes, a word of large import is often followed by words of narrower meaning, expressing what is included in the larger term, but this does not justify a restriction of the scope and meaning of the larger term to what is expressed in the words which follow, unless the context points to such a construction."

The two cases last cited were relied on in *Re Smith* (Sup. Ct. 1899) 59 N.Y. Supp. 799, as authorities for granting a preference to a commercial traveller who sold goods in a particular territory, selected by the employer, and whose remuneration consisted exclusively of commissions.

In *Re Fitzgerald*, 21 Misc. 226, a travelling salesman was held to be entitled to a preference. This decision, like those above mentioned, is in fact overruled by *Re Stryker*.

The same remark is applicable to a decision by which a preference was allowed to a salesman in a store. *Re Luton & D. Co.* (1898) 35 App. Div. 243.

²² *Re Stryker* (1899) 158 N.Y. 526. The employés whose claims were rejected in this case were a clerk and bookkeeper, the superintendent, the