

I therefore reverse the decision of the Court of Revision on the second point also, and direct that the statute labor assessed against the lands of the said Company be struck out and the Assessment Roll of the said Township amended accordingly.

And I direct the respondents to pay the costs of this appeal.

### CORRESPONDENCE.

#### *Master and servant—Deserting employment.*

TO THE EDITORS OF THE LOCAL COURTS GAZETTE.

GENTLEMEN,—I have a case in hand under the Master and Servant Act, on which I would like your verdict. By kindly giving your opinion, you will confer a favor on my brother-magistrates as well as myself.

A master engages verbally a servant for three years, as follows: to pay him the first year say 75c. per day, the second year \$1 per day, and the third year \$1.25 per day. Under this arrangement the servant completed the first two terms and a portion of the third, but now refuses to finish the balance of the third year. Can he be made to do so, seeing that he has already wrought a portion of the time? Can I proceed under the Master and Servant Act, Con. Stat. U. C. cap. 75, and fine or imprison the servant for leaving or deserting his master? Is the bargain made for the three different years, at different rates of wages, three distinct and separate bargains, running over a period of only twelve months each, and therefore, though verbal, still binding, as each agreement succeeds the other? Your reply, through the columns of the *Law Journal*, will oblige,

Yours truly, M. C. LUTZ, J. P.  
Galt, Sept. 2, 1870.

[The agreement must be looked upon as one agreement for three years, and not three distinct bargains. At the end of the first or second year, even though the agreement was void under the statute if the service had continued, a new agreement might have arisen by implication of law from the conduct of the parties, and the hiring would probably be looked upon as a yearly one. But it does not follow from this that the summary remedy given by the statute can be invoked in the case put by our correspondent. The act speaks of "agreements or bargains, verbal or written," and says that "a verbal agreement shall not exceed the term of one year," evidently intending thereby a definite

agreement between the parties, not one arising by implication of law, and the agreement referred to was for three years. The operation, moreover, of the subsequent sections is limited to the words in the third section, as defining the agreement intended. The summary remedy given by the act, which is of a penal character, is only applicable to cases coming strictly within it. We do not think a magistrate would be safe in fining or imprisoning the servant, under the Master and Servants Act.—Eds. L. C. G.]

TO THE EDITORS OF THE LOCAL COURTS GAZETTE.

GENTLEMEN,—Will you please to throw a little light upon "Form 118. Assignment to be endorsed on replevin bond, if required?" This is to be done by the *bailiff*, and "in witness thereto" he "sets his hand *and seal of office*."

1. Has a Division Court bailiff a seal of office?

2. If he has not, *must* the form be copied to the letter, as required by the rules for guidance of Division Court officers?

3. The next question, possibly, I have no right to expect an answer to, without sending a fee. If the wording of the form is copied, and the seal is not a seal of office, does the assignment hold good?

I am yours very truly,

T. A. AGAR, C. D. C., Peel.  
Brampton, Aug. 17, 1870.

[We presume that in wording the form as it now stands, the framers did so for the purpose of showing that the assignment was made by the bailiff in his official capacity only. We do not know any provision requiring a bailiff to have a seal of office, but we think that the decisions of the courts in reference to somewhat similar matters would go to show that if the words of the attestation clause were used as in the form, it would be presumed, if necessary, that the seal attached by the bailiff was his official seal. We think, in this view, that it would be well to use the words of the form, and that the assignment, even if the bailiff used an ordinary seal, would be sufficient.—Eds. L. C. G.]

In a suit for divorce recently tried before Judge Patchen, of Detroit, it was decided that a farm should be equally divided between the severed couple, on the ground that the woman, by her hard work, had done as much as the man to acquire the property.