if deemed irksome; but as a rule the master requires to determine the contract altogether, in order to escape the duty of paying the usual wages while the servant is disabled, for as an old case expresses it, "the master takes his servant for better and for worse, for sickness and for health." Common charity has seldom allowed this point to be often contested in the case of domestic servants, but in the case of workmen and apprentices and skilled artists, there have been occasional litigations, and some of them attended with nicety. Again there are peculiar contracts where it is necessary for a court to consider whether the good health of the contracting party was not necessarily assumed as a condition of the contract, or as a basis on which the whole contract was founded. The simplest of the cases may, however, first be looked at.

In *Harmer* v. *Cornelius*, 5 C. B. N. S. 236, the question arose whether an artisan who had been engaged for a term to work in his art, and proved incompetent, could be discharged on that account, and the right to dismiss servants for illness, and the relations between master and servant were carefully considered by judges of great insight. A scene painter had been employed at wages of £2 10s. per week, to work at Manchester. An advertisement had been put in a theatrical newspaper asking for two first-rate panorama and scene painters, and the plaintiff was engaged and was set to paint some scenes, but in a short time was dismissed as incompetent. He then sued the employer for damages. After time taken to consider, Willes, J., delivered the judgment of the court to the effect, that when a skilled labourer, artisan, or artist is employed, there is on his part an implied warranty that he is of skill reasonably competent to the task he undertakes. If there is no general and no particular representation of ability and skill, the workman undertakes no responsibility. Here the correspondence showed that there was an express representation that the plaintiff did possess the requisite skill. So the plaintiff lost his cause.

This decision paved the way to another more closely bearing on the subject of a servant's illness, namely, *Cuckson* v. *Stone*, 1 E. & E. 248. In that case the plaintiff had entered into an agreement to serve the defendant for ten years, in the capacity of a brewer, at weekly wages of 50s. with dwelling-house and coals in addition. During the service he was taken ill at Christmas, 1857, was confined to his bed until March following, and was unable to attend to work till June 19, following, when he tendered his services and was again employed as before; but the employer refused to pay the wages during his illness, and for this sum the servant sued. It was admitted that the contract had never been rescinded. Lord Campbell, C.J., said the court agreed with what Willes, J., said in *Harmer* v. *Cornelius*, and if the plaintiff from unskilfulness had been wholly incompetent to brew, or by the visitation of God he had become, from paralysis or any other bodily illness, permanently incompetent to act as brewer, the employer might have determined the contract. He could not be considered incompetent by illness of a temporary nature. But if he had been struck with disease so that he could never be expected to return to his work the employer might have dismissed him, and employed another brewer in his stead. Instead of being dismissed, the servant returned to the service, and was employed as before. The contract accordingly being in force, and never rescinded, there was no suspension of the weekly payments by reason of the plaintiff's illness and inability to work. It is allowed that under this contract there could have been no deduction from the weekly sum in respect of his having been disabled by illness from working for one day of the week; and while the contract remained in force there was no difference between his being so disabled for a day, or a week, or a month. Hence the servant succeeded in recovering his wages.

In the case of an apprentice becoming disabled, something obviously turns on the language of the indenture. In one remarkable case of *Boast* v. *Firth*, L. R. 4 C. P. 1, the father of the apprentice had covenanted that the apprentice would honestly remain with and serve the plaintiff as his apprentice during all the term agreed upon. And the master sued the father on the ground that this covenant was broken. The defence was that by the act of God the apprentice had become permanently ill, and the father thereby