

allowed by one of the inferior courts of Ohio to a traveling salesman employed by a manufacturing corporation at a monthly salary and a commission". But a statute which uses these terms is not applicable to an attorney employed at a yearly salary".

(d) "*Labourers, servants and employés.*" With reference to a statute in which the preferred classes of employés are thus designated, it has been held that a priority had properly been accorded to the wages of a drayman and the salary of the manager of a lumber and manufacturing company".

(e) "*Employés and other operatives.*" It has been held that the indefinite term "employés," as used in this combination has been held to take its color from the more precise expression, "operatives," and consequently that it does not embrace a general superintendent of a company".

(f) "*Employés, operatives and labourers.*" This particular grouping of terms occurs only in the New York enactments which relate to the disposition of the assets of insolvent corporations. It is agreed by the courts of that State that, in spite of its generality, the expression "employés" is to some extent narrowed in meaning by its association with the words with which it is coupled, and that it does not include every person in the employment of a corporation, irrespective of the nature of their service". In this point of view it is considered that a

and forth from one gang to another. There is nothing in the articles of association or by-laws of said company specifying such an office as that of superintendent."

¹¹ *Leicis v. Dawson*, 6 Ohio C.C. 243.

¹² *Latta v. Lonsdale* (1901) 52 L.R.A. 479, 107 Fed. 585 (Sand. & H. Ark. Dig. §§ 1425, 1426).

¹³ *Conlee Co. v. Ripon L. & M. Co.* (1886) 66 Wis. 481. The court said that the right to the preference in the case of the former of these employés was clear, and that the claim of the superior employé, should be allowed on this ground that the words "servants" and "employés" means something more and different than the word "labourers" and that they were used for the purpose of extending and broadening the exception made in the statute.

¹⁴ *Pullis Bros. I. Co. v. Boemler* (1901) 91 Mo. App. 85.

¹⁵ *Palmer v. Van Santvoord* (1897) 153 N.Y. 612. The court said: "If the legislature intended, by the Act of 1885, to prefer all debts owing