

MASTER AND SERVANT.

Labor engagements, rest wholly upon contract, expressed or implied. Contracts for a period less than a year, or, if for a year if the service can be completed within a year from date of contract, need not be in writing. If for over a year they must be in writing. If no definite term of employment is agreed upon, the master has the right to discharge, and the servant the right to leave, without cause. But a master or servant must give reasonable notice to terminate the engagement. A notice before, of a termination of an engagement, will bind both parties if there was such an understanding; not otherwise. Where the term of engagement is definite, no notice is necessary.

A servant is bound to obey the reasonable orders of his master and disobedience will justify dismissal; so will moral misconduct, insulting language, habitual drunkenness and unwarranted absence from duty. Assaulting a servant, using abusive language, denying him enough of wholesome food and suitable lodgings is equally a justification for leaving the master's employ.

If the servant is employed for a definite time, and before its termination he leaves without cause or consent of his master, he will be liable for any loss or damage sustained by his master in consequence—for his nonfulfillment of contract; but, at same time he will be entitled to recover whatever what his unpaid services are reasonably worth up to the time of his leaving the employment. But no claim of wages by the servant can be offset against the claim of the employer for damages. A servant wrongfully dismissed is only entitled to the actual damages sustained in consequence; he must credit the master with the wages earned by him.

Contracts made with servants under age are not binding; such servants may leave service at any time and be entitled to recover what their services are reasonably worth, without deduction for breach of contract.

In the absence of any agreement to the contrary, a servant hired by the month or a longer term, is entitled to legal holidays; and he is not bound to make "fair weather" or to "lose time" when there is nothing to do. It is otherwise with a person hired by the day.

Damages done to the prejudice of another by a servant through negligence whilst under the scope of his regular employment will make the master liable therefor, but the master may recover the damage paid, from the servant. A servant who lames a horse or injures an implement or machinery is liable for damages only when it has been done through negligence. This will apply to house servants. Servants must take ordinary risks incident to their occupation, having no claim for injuries received. The master is not entitled to pay for medicine or attendance or provide a physician, if a servant fall sick. Death or illness will dissolve a contract.

A person who entices away a servant who is under contract, knowing it to be a fact, will be liable for damages to the employer whose servant he has deprived him of.

Workmen, hired by the day, even if paid by the week, may be discharged, or they may discharge themselves, at any time, and shall in either case be entitled to pay for the actual time worked. If under continuous employment, paid by the week, a week's notice of its termination is customary on both the part of master or workman, but is not binding unless it has been expressly agreed upon.

Workmen, hired by the day or week are not entitled to holidays, nor can they claim for lost time caused by weather or other cause; they are entitled only to the wage for the actual hours employed. Salary or wages (not exceeding 3 months) have priority in insolvency, as also over executions.

RAILWAY TRACKS.

It requires 352 thirty foot rails to lay a mile of single track, less some 15 feet gained for expansion—the difference in the length of rail in extreme cold of winter and heat of summer being fully half an inch per 100 feet. Steels rails average 24lbs per foot for heavy traffic roads, or 126 tons to the mile. 2640 ties are required for a mile of road bed, the average life of which is five years. Baggage and express cars weigh 50,000lbs; a day coach 52,000, a sleeper 85,000 and an engine 150,000lbs.