derived from the collateral, this was a discharge of the collateral debt, notwithstanding such ignorance on the part of the holder."

In *Foster* v. *Singer*, Wisconsin Supreme Court, Oct. 11, 1887, it was held that where the garnishee employs defendant at a specified salary per month, to be paid at the end of each month, and the summons is served August 28th, he is not liable to plaintiff for defendant's salary during the month of August, the salary for that month being neither "then due" nor "to become due." The court said: "It seems to us evident that under the testimony given in this case, had Phillips brought his action for his salary for August, 1885, on the day the garnishee summons was served, viz., 28th of August, his action would have been prematurely brought, and he must have failed in his action. There certainly was nothing due to Phillips on the 28th of August, 1885. . . . The only other question in the case therefore is whether there was any thing 'to become due' from the garnishee to Phillips on the 28th of August, when he was served with the garnishee summons, within the meaning of the statute above quoted. We think this question has been answered by this court against the claim of the appellant. In *Bishop* v. *Young*, 17 Wis. 46-53, the present chief justice, in speaking of the construction to be given to the language of the statute above quoted, says: 'And the debts due or to become due evidently relate to such as the garnishee owes absolutely, though payable in the future. We have no idea the statute intended to include the language 'to become due' a debt which might possibly become due upon a performance of a contract by the defendant in attachment. . . . There was nothing absolutely due to him at the time of service of garnishee process upon the respondent. And whether any thing would become due depended upon a contingency.' See also *Smith* v. *Davis*, 1 Wis. 447; *Huntley* v. *Stone*, 4 id. 491. Under the evidence in the case at bar there was nothing due absolutely from the garnishee to Phillips when he was served with the garnishee summons. The evidence clearly shows a hiring by the month for a salary to be paid at the end of the month, and according to the decisions of this court the contract is an entirety. Phillips could not recover any part of his wages unless he worked the whole month. If Phillips had quit work on the 29th he could not have recovered any part of his wages for the month. The debt therefore would only become due upon the contingency that Phillips continued to work for the garnishee for the entire month. See *Gordon* v. *Brewster*, 7 Wis. 355; *Lee* v. *Merrick*, 8 id. 229; *Jennings* v. *Lyons* 39 id. 553; *Diefenback* v. *Stark*, 56 id. 462; *Koplitz* v. *Powell*, id. 671. It can make no difference as to his liability whether the summons was served on the 28th day of the month or on the 2nd. In either case whether any thing would become due depended upon Phillips working the entire month; and if the garnishee is liable when served on the 28th, he would be equally liable if he had been served on the 2nd, if it appeared on the trial that Phillips had worked the entire month. See also upon this subject, *Hancock* v. *Colyer*, 99 Mass. 187; *Knight* v. *Bowley*, 117 id. 551; *Wood* v. *Partridge*, 11 id. 488; *Wyman* v. *Hichborn*, 6 Cush. 264. There is nothing in the case of *Jones* v. *St. Onge*, 30 N.W. Rep. 927, which in any way changes the rule laid down in the case above cited in this court."—*Albany Law Journal.*

SERVANTS' WAGES DURING ILLNESS.

A recent decision of the courts reversing a decision of a magistrate, where an apprentice, who had been disqualified by illness from work, was held, nevertheless, entitled to claim the usual wages during this disability, shows that justices are apt to go wrong on this point. And as the subject is of great practical interest, and the circumstances must be of frequent occurrence, it will be useful to notice some of the authorities, so that justices may be able more accurately to discriminate the important elements of the question. In the case of domestic servants, the difficulty caused by illness is mitigated by this circumstance, that owing to the ready way of determining the contract by a month's notice, the loss can seldom be very serious