

custom. It is believed that servants, who have been dismissed without sufficient cause and without a month's notice, often successfully claim board wages. There appears to be only one decision on this point, and that was in a case at the Liverpool Summer Assizes in 1859 (*Gordon v. Potter*, 1 F. & F. 644). Mr. Justice Hill, in summing up, told the jury that if the cook had been guilty of moral misconduct she would not be entitled to any wages which had not accrued due before the drunkenness, nor to any wages in advance; "but that if they thought there was not sufficient evidence of the drunkenness, they must give as damages the accruing wages up to the time when she was discharged, and a calendar month's wages in addition—without board wages—as a master had a right to discharge a servant simply by payment of a month's wages, in addition to the accruing wages up to the time of discharge." It may be argued that this is unfair to the servant, as she would have had board and lodging if she had not been wrongfully discharged, but it must be remembered that she is doing no work for her late master and might obtain a new situation in the next day or two.

According to Mr. C. M. Smith's treatise on the Law of Master and Servant (6th edit. p. 57), it is perfectly clear that if a servant wrongfully quits his master's service he forfeits all claim to any wages for the part of the current year for which he has served, and cannot claim the balance after deducting a month's proportionate part. The learned editor defends this seeming harshness, on the ground that the servant has only to give notice and pay or agree to allow the master to deduct a month's wages, and then he can leave at once if he desires to do so.—*Law Times*.

COMPENSATION OF UNFAITHFUL AGENTS.

Among the frauds of modern commercial life, which impose on the honest members of the community a serious addition to their already heavy expenses, one of the most insidious and dangerous is that of the secret discount, or rake-off, obtained by an agent in transacting the business of his principal.