The word "labourer" in the special provision of the Stamp Act by which agreements for the hire of a "labourer" are admissible in evidence, even if they are unstamped, is not confined to a mere hedger and ditcher (*i*).

(*c*) *Servant in husbandry.*—This description applies to a dairy-maid who, by her contract, is to assist in harvesting, if so required (*j*); to a servant engaged by a farmer to act as "kitchen-woman and byre-woman" (*k*); to a waggoner (*l*); and to a "man employed to dig the ground" (*m*); but not to a person engaged by a farmer to weigh out the food for the cattle, to set the men to work, and in all things to carry out the orders given to him (*n*).

"Servants in husbandry" are expressly excluded from the benefits of the Ontario, Manitoba, and British Columbia Acts. See sec. 2, sub-sec. 3 (*o*). The Massachusetts Act also excludes "farm labourers."

(*d*) *Journeyman.*—In a treatise of authority the following definition of the word "journeyman" is suggested: "One who, being neither a foreman nor an apprentice, and working not on his own account for the public, but under a master, works with his hands in an occupation of a constructive kind, requiring skilled knowledge, which skilled knowledge he possesses" (*p*). Etymologically considered, a journeyman is one who is employed by the day, but that is not the sense in which the term is ordinarily used, for, in most of the trades in which journeymen are employed—as, for

(*i*) *Queen* v. *Wortley* (1851) 21 L.J.N.C. 44 holding that a man engaged to take charge of glebe land at a fixed salary and a third of the net profits was not a "menial servant," but a "labourer."

(*j*) *Ex parte Hughes* (1854) 23 L.J.M.C. 138.

(*k*) *Clarke* v. *M'Naught*, Arkley (Sc.) 33.

(*l*) *Lilley* v. *Elwin* (1848) 11 Q.B. 742, 17 L.J.Q.B.N.S. 132, 12 Jur. 623.

(*m*) Brett, M.R., in *Morgan* v. *London &c. Co.* (1884) 13 Q.B.D. 832, p. 833.

(*n*) *Davis* v. *Lord Berwick* (1861) 3 E. & E. 5490. Crompton J. pointed out that his chief duty was to keep the general accounts belonging to the farm, and this fact indicated that his position was rather that of a steward than that of a "servant."

(*o*) Under this provision it is for the jury to say whether the plaintiff was a servant in husbandry and was engaged in the usual course of his work, when the evidence is that a farmer had not engaged him to do any particular kind of work, but that he was first put at mason work, and then at digging the drain which caved in and thus caused the injury complained of. *Reed* v. *Barnes* (1894) 25 Ont. R. 223.

(*p*) Rob. & Wall. on Employers (3rd ed.) p. 221.