

\$60 he can sell, and retain the whole proceeds. There is no law compelling or authorizing him to pay back \$60 to the debtor.

SELECTION.

COUNTRY SERVANTS AND THEIR MASTERS.

The supposed tyranny of masters over workmen, and of workmen, not only over their masters, but over each other, has attracted great and serious attention. We are so accustomed to regard men and things collectively and in the mass that it is the extent of area over which misery is spread rather than the intensity of individual suffering or injustice, that is apt to weigh most with us. Among agricultural labourers and country servants strikes and unions are things unheard of; these men are from the nature of their education and the force of surrounding circumstances, practically debarred from entering into or even forming them. Yet it has long been felt, not only by the more intelligent of country magistrates and solicitors, that the law which relates to employers and servants is, as it actually stands, unsound in principle and unjust in operation. And doubly unjust in this respect, that it only affects one half of those with whom it professes to deal, the men comprising the other half being able by their power and practice of combination fully to defend themselves. It was originally a piece of class legislation, always an objectionable thing, and has been suffered so to remain principally through an indolence and want of thought, but by means of it the employed and employers do not stand on equal ground. However it may be in large towns, this is certainly the case in the country, as every magistrate's clerk is well aware. The grievance lies here. The contract for service between masters and servants is a civil contract, and yet to control, regulate, and enforce this contract very stringent penal statutes are brought into operation. A glance at the statutes in question fully bears out this statement. To begin with that of 20 Geo. II., c. 19. By this a servant in husbandry or handicraftsman being guilty of misconduct in service or breach of contract is liable to imprisonment for a month, and also to be corrected, *i.e.* subject to corporal punishment, from which even garroters were exempt until a recent statute. If imprisonment and the lash are not awarded, the servant's wages may be abated, or he may be discharged from his service. The statute of 4 Geo. IV., c. 34, empowers the justices on complaint of the master to punish the offending servant by imprisonment for three months with hard labour, or to abate his wages *in toto* or in part, or to discharge him from his service. During the term of imprisonment the servant's wages are of course abated; but this double punishment does not void the contract, for when he is

released from prison he is bound to return and complete his term. There is no appeal against conviction under either of these statutes, and so far do the pains and penalties to which the employed are subject extend. But should the master be guilty of any misusage of his servant all the remedy which the latter can claim is to proceed against his master under 20 Geo. II., c. 19, amended by 31 Geo. II., c. 11, by which the justices may on complaint discharge or release the servant from his contract.

Here it is plain that two highly penal statutes are in force for the protection of the master to enable him to enforce fulfilment of contract, while the labourer or servant has no such remedy. Moreover, in inquiries touching disputes before justices, masters and servants are again on unequal terms. The master or complainant can give his own version of the terms of the contract, and his own account of the non-fulfilment of it. The defendant's mouth is closed so far as evidence is concerned. And he has to trust entirely to what he can elicit by cross-examination (a very unsatisfactory proceeding), and unless evidence can be obtained to support or justify the defendant's case, he stands helpless before the justices. Now it must be admitted that no other kind of civil contracts is ruled by such stringent and one-sided procedures as this. Further, although a servant who leaves his service before his contract is ended is liable to the punishments to which we have referred, and on summary conviction, yet a master who discharges his servant wrongfully is not amenable to the justices, and no order for wages can be made for the unexpired term; all the servant can do is to sue in the county court for damages by breach of contract. It may be urged that the statutes in question are, so to speak, statutes of policy, and that the requirements of trade and commerce, especially in agricultural and thinly peopled districts, render absolutely necessary more stringent measures for enforcing the fulfilment of the workman's contract than would be needful with regard to the masters. This may be admitted to a certain degree. The subject is not without difficulties, of which, perhaps, the chief is this: agricultural servants are commonly hired by the year, from Martinmas to Martinmas, and it is alleged that during the winter months, when days are short and work light and scarce, the men would stay by their masters, but that just before harvest time, when these conditions are reversed and wages are doubled, the men would abscond and hire themselves elsewhere for harvest work, and the master would be left without hands unless he consented to raise the original wages agreed on by both parties. But this objection loses much force when we remember that the master has even in such cases a very strong hold over his servant, because, in a large majority of instances, the wages are not paid until the completion of the term; and should the servant wilfully abscond, he would certainly be unable to recover any portion of the money