

similar proposal the late John Hillyard Cameron lost his election in Peel, where the cry was made that he was trying to rob the farmers' wives of their dower. This is the way law reform sometimes suffers at the hand of politicians.

G. S. HOLMESTED.

MASTER AND SERVANT—A HIRING BY THE MONTH.

A point of law not often clearly defined is the question as to what constitutes a hiring by the month. The recent case of *The Pokanoket*, 156 Fed. Rep. 241, attempts to negatively limit the question by stating what does not constitute a hiring by the month, holding that a verbal contract between the owner of a vessel and a marine engineer for the service of the latter, in which his wages were fixed at a stated sum per month, but without any specified term of employment, constituted a hiring at will, and not by the month, and, in the absence of any established usage to the contrary, either party had the right to terminate the employment at any time without notice, and, upon the employee's discharge, he was entitled to wages only to the time of such discharge.

The testimony of the libelant in regard to the verbal contract of employment was as follows: "It was a verbal contract between Mr. Davis and me at Petersburg on the steamer *Aurora*, the steamer I was running on at the time, and he asked me if I would go to St. John and help him look at the boat, and if I would come down with her, and that my wages—he asked me what I would want a month and I gave him my price, \$80 per month, to go chief, and I said I will go down and come with the boat, and he said the wages would be the same as when working on the *Aurora*, but the day she gets to Norfolk my pay would be \$80 per month and start at that time. I was getting \$70 per month on the *Aurora*." The Court, in holding this verbal agreement to constitute a hiring at will, said: "The chief point presented is the construction of the contract under which