According to a learned writer the relationship of master and servant is one founded on convenience, whereby a person is directed to call in the assistance of others where his own skill and labour will not be sufficient to answer the cares incumbent on him. It is a relationship which has existed from time immemorial, though in older times the respective positions of a master and his servant were much more akin to each other than they are in the present day. Of old the servant was more in the position of a slave, whose life and body were entirely at the disposal of his master, but as the age became more enlightened, his position improved. All traces of slavery in England vanished by the end of the sixteenth century, and thenceforth the relation of master and servant became one of pure contract.

In the present day a servant may, therefore, be defined as “a person who voluntarily agrees, either for wages or not, to subject himself at all times during the period of service to the lawful orders and directions of another in respect of certain work to be done.” It follows from this that a master is the person who is entitled to give such orders and to have them obeyed.

From the foregoing definition it will be seen that the term “servant” has a very extensive meaning, and includes every person who is under the orders of another, no matter what his duties may be, but the following lines have reference to domestic or household servants only. Domestic servants are sometimes called menial servants, but there is a distinction in the meaning of the two words. The word “menial” has a wider signification than the word “domestic,” and includes it. Every servant who at all times during the service is under the immediate control, discipline, and management of his or her master or mistress, and is liable also to attend their persons, is a menial servant; whereas those only who form part of the family household are domestic servants. There is no hard and fast rule as to who are domestic or menial servants, but each case depends on its own circumstances. All indoor servants whose duty it is to attend on their masters and perform household acts are clearly menial and domestic servants, and this will include a coachman or gardener living in a lodge or separate cottage, but it will not include a farm bailiff, though living in the house. Neither is a governess a menial servant, from the position she holds in the family of her employer and in society generally.

The contract for the hire of a servant by a married woman as mistress of her husband’s house is a good and binding one, and her husband will, in most cases, be bound by it if he pay the servant’s wages; for, although it is the wife who actually engages the servant, and who will during the service probably be the person to whom the servant will look for her orders, still the wife only acts as her husband’s agent and by his authority. This authority may be given expressly or by implication by circumstances. A servant, suitable to their degree in life, engaged and hired by the wife can recover wages from the husband. Where a husband and wife do not live together, it depends on the circumstances: if the wife or not the husband is liable. Indeed, if when living the husband allows the wife sufficient means to enable her to maintain herself in her proper position, he cannot be made liable for the wages, nor can he where he has expressly forbidden his wife to hire a servant, if the latter is aware of the fact.

As this paper appears in a magazine devoted to matters of feminine interest, the word “mistress” will be used throughout the rest of it instead of master, though the latter must be understood to be included, and for the same reason the servant will be referred to by words indicative of the female sex, although the law laid down is equally applicable to males.

With regard to the duration of the period of service, the contract of hiring between a mistress and servant is deemed to be a general one, and to last for the period of a year; and where there is no express limitation of the time for which the hiring is to continue, or of the time for giving notice, it is understood that the hiring is for a year, but may be determined at any moment by either party giving to the other a month’s notice, or warning, or a month’s wages in lieu of notice. Where, however, the duration of the engagement is expressly mentioned, the presumption that it is for a year is rebutted; and where there is nothing to show that it is not intended to be a yearly hiring, the payment of wages at short intervals, such as a fortnight or a month, will not make it less a hiring to last for a year, nor even the payment of wages by the week, where the engagement was to be determined by a month’s notice. As before stated, it is a well-known rule— founded solely on custom, however—that a contract of service may be determined by either the mistress or servant giving to the other a month’s notice, and at the expiration of this month, on the servant’s leaving, she must be paid her full wages up to that time.

The service may also be determined at a moment’s notice on the part of the party giving the notice to the other of a sum equivalent to a month’s wages. (These remarks do not apply to the case of a mistress summarily dismissing a servant for misconduct, which subject will be mentioned later on.) If a servant gives notice and leaves there and then, she is entitled to be paid a proportionate part of the wages accrued since the last day of payment up to the time of leaving, but in return she must pay her mistress a month’s wages as compensation for not serving the month out. If, however, a servant packs up her boxes and goes away without saying anything about it, she utterly forfeits all claim to any wages which have accrued since the last day of payment, and cannot, after wilfully violating the contract according to which she was hired, claim the sum to
which her wages would have amounted had she kept her contract, merely deducting therefrom one month's wages. 

So perhaps, think this somewhat harsh, but it is nevertheless the law, and, moreover, it is more consistent with honesty and common-sense than to allow a servant to remain paid, and at the same time claim a benefit under it, when upon simply giving notice to the mistress and paying, or agreeing to allow the mistress to deduct, due to her, what is her wages, she can leave at any time. The distinction between leaving at a moment's notice and leaving without notice at all, may seem to some a trifling one, but the great effect of adhering to the strict letter of the law is merely to compel a servant to give her mistress notice when she wants to leave, which can be but little trouble to the servant, and will, in most cases, save a mistress a good deal of unnecessary trouble and inconvenience and, perhaps, loss. So that if a servant is paid on the first of each month, and on the fifteenth of the month she gives notice to leave, she may go there and then, and the mistress must pay her the amount of wages earned in those fifteen days; but the servant must pay the mistress as compensation for not staying the month out. But if, instead of giving notice, the servant simply goes away without saying a word, in that case the wages earned between the first and the fifteenth would be absolutely forfeited.

The service is also put an end to by the death of the employer, and, of course, by the death of the servant. If, therefore, a servant is to be discharged on the death of the employer, she can claim and must be paid wages from the time of the last payment up to the death. If, however, it is kept only as a house servant, the representatives of the deceased have to look after things, she will then be their servant, and they must pay her. If a servant dies during the service or in the service, her up to the next pay period, her death must be paid to her representatives, who may sue for the same if withheld.

One of the cases in which erroneous impressions frequently exist is as to what will justify a mistress in summarily dismissing a servant. The following are the principal grounds which will justify the discharge of a servant, if the master’s notice is given:

1. Inbreach on any lawful order; 2. Gross moral misconduct; 3. Habitual negligence; 4. Incompetence or permanent incapacity from illness, or that the servant is not able to perform her work.

As to remedies, if a servant is summarily dismissed without notice, she has the right to sue for her wages. However, very slight evidence will fix the master or mistress with liability, and it is probable that a servant was ill and sent for a medical man, who in turn was ill and the latter would have to pay for the attendance. Indeed, in one case a servant was suddenly taken ill and sent for a doctor, and the matter subse-

sequently came to light, according to the servant's own doctor. It was held that he was liable to pay the surgeon called in by the servant, simply because his wife knew that he had been employed in and did not express any disapprobation.

Now as to character. No mistress is legally bound to give her domestic or menial servant a character. It is, however, the duty of a mistress to state fairly and honestly what she knows of a servant when applied to by anyone who may be about to take the servant into his household, for any servant is about to employ them have a corresponding interest in knowing the truth concerning them, so that they may be rightly informed as to who are coming to form part of their domestic household. Masters and mistresses should be freely, unreservedly, and truthfully outspoken as to their opinion of those servants who have left their service, not keeping back that which is unfavourable, nor speaking ill of them, nor recklessly exaggerating their faults and shortcomings. For while the law in the interests of society commands that every opinion of the character of servants privileged, yet a de-

liberately stated falsehood would be evidence of malice, and would tend to deprive the candidate of the servant, thereby giving the person making it liable to an action at the suit of the servant. The mistress in duty bound to state not only what she knows of the servant at the time of her discharge, but if she knows of any circumstance subsequently occurring which makes it necessary to be informed, also to tell further what she conscientiously believes to be the case; therefore, if a good character is at first given, and then subsequently unfavourable to the servant, it is her duty to communicate the discovery to the person to whom the character has been given.

The discharge of a servant as to the character of a servant—if no matter how damaging such a character may be—fairly and honestly stated, is a privilege communica-

ted to the master. The master will not render the mistress liable to any action by the servant for slander. This privilege arises from the duty which, as before stated, lies upon all mistresses to state fully and fairly the truth about a servant, whether in her favour or against her; and a mistress, so long as she does not go out of her way to injure, need not be afraid of telling the truth about the real character of any servant. Any person knowingly giving a false character to another person about to hire the servant, and the latter subsequently works or injures his or her master or mistress, the person who has given the false character is guilty of a criminal offence which renders him liable to a penalty of £20 or three months' imprisonment with hard labour. But a false character is a fraud, and fraud, as before stated, is not to be true will not render the giver the same liable.

When a servant enters into the service of a mistress it is his duty to fulfil the engagement to the best of his ability; to be honest, trustful, and diligent, to take due care of the mistress' property, and to obey all lawful orders. These orders must be lawful and reasonable, and not such as the servant was hired; and no serv-

ant is obliged to obey an order attended with risk; for instance, a lady's-maid would not be obliged to clean the scullery, and such like.

It is the duty of a master to supply a servant with proper food and shelter, and to pay the wages agreed on between them.

A master may not, under any circumstances, chaste a servant, no matter how incorrigible. If they cannot agree, the servant must be discharged. A master is bound to answer for any injuries inflicted by fellow-servants in the ordinary discharge of their duty; for a servant, when he or she engages to serve, implicitly undertakes not to injure himself or herself and the employer to run all the risks of the service. This branch of the law is, however, somewhat complicated, and in case of a servant's accident happening, the responsibility of the master or mistress would depend so much on the actual circumstances of the particular case, that it is impossible, in a paper of this nature, to lay down any general rules bearing on the subject; and the only safe course under such circumstances would be to lay the case before a solicitor, and be guided by his advice.

Lastly, as to the liability of a master or mistress for the acts of the servant.

The principle on which a master or mistress is liable for the actions of their servant is that of agency. The mere relation of master and servant does not invest the latter with a right to pledge the master's credit, and if the servant purchases goods on credit without the leave of the master, no liability attaches to the latter. But if a master holds out a servant as his authorised and accredited representative, it is his duty to take the right and to hold himself responsible for his acts. For instance, where the master is in the habit of sending the servant to buy goods upon credit, and is not in the habit of paying the price at the time of buying, but on a particular occasion does furnish the servant with money to
pay for such goods, and the servant either loses or steals the money, but orders the goods, the master is liable, because the tradesman has been in the habit of supplying goods on credit. But when the master is in the habit of supplying his servant with money to pay cash down for the goods he orders, and the servant steals or loses the money but orders the goods, the master will not be liable, because he has always been in the habit of sending the servant with the money, and nothing but the master's express authority to the tradesman to supply the goods on credit will render him liable.

In conclusion, it may be stated generally that a master is liable for all the acts of a servant which come within the scope of the latter's employment, however wrongful and negligent such acts may be, but is not responsible for the wrongful act of a servant unless that act be done in the execution of the authority given by him in the course of his employment, for beyond the scope of his employment he or she is as much a stranger to the master as to any third person, and his or her act cannot, therefore, be regarded as the act of the master.

BITS ABOUT ANIMALS.

A HAPPY FAMILY.

Some dozen years or so ago a singular sight was to be seen in Boston, Mass. If you had gone to a certain house as a visitor you would have been ushered into a daintily-furnished sitting-room, where the family mostly lived and received their friends. But the curious thing about this room was that in one wall a strongly-barred and grated door had been let in, and behind this during the greater part of the day might be seen two almost full-grown lions stretched out at their ease. Their favourite position was just behind the bars, where they would lie and watch the operations of the people in the room. Besides their den, which was large and airy, they had the run of a part of the garden behind the house, where they were taken for their daily exercise.

The walls of their room were built of brick, the floor being of wood. There was one long window looking out into their own particular yard, and altogether they were about as happily placed as it was possible for animals in captivity to be.

The lions were a little over two years of age, and strong and large for their age. They were male and female, and the only survivors of their respective litters. One was an orphan, while the parents of the other were travelling about the country earning a comfortable living for their own.

The little ones were born in New York, and their owner, the widow of a showman, took them under her own care, and fondly called them her "babies." She would speak to them about their "mamma," and they responded to her caresses and would kiss her face. She had been their sole keeper, and while they were quite young, used to nurse them on her lap. They even slept on her bed at night until they became too large and heavy.

One she named "Willie," and the other "Martha," and she would pet them and fondle them with no more fear than if they were dogs or cats. She used to let them have the run of the house, but when they grew up visitors stood a little in fear of them, and so she had a room turned into the den we have described, and kept them behind the grating. But the lions seemed to like to press as close to the grating as they could, where they would stretch themselves out in the most satisfied manner possible.

Their mistress gave them each day twelve pounds of good beef, and no other food, as they seemed to thrive best on that meat. On Sunday, it seemed, they got nothing, that being, apparently, the custom then in many places.

A visitor to this interesting family at the time thus described the interview:

"Nobody goes inside their room but this lady, Mrs. Lincoln, and nobody else feeds them or does anything for them. I could not believe what I saw until it happened if the beautiful Maltese-and-white kitten that was stalking round the room should stray within the reach of "Willie's" great, quick paw. But Mrs. Lincoln said they had always had a cat there, and nothing had happen to her; she knew better than to go near the grating.

"The lady took a little rattle in her hand, opened the door of the den, and walked in. Willie was lying just under her feet, and she said 'Get up, sir!' and 'Roll over!' and he obeyed. Something else that she asked him to do he seemed to feel rather shy about, and she gave him a rap, after which he appeared to be very sorry, and made a plaintive little whine, and reached up his great head and kissed her, as if to ease her; at which she said, 'Yes, kiss mamma,' which made him happy. She made him stand up on his hind legs and stretch his fore paws up as high as he could. She put her hand in his mouth, betwixt his long, sharp teeth, and patted him on the head. Then he came back to the door and lay down again, growling a little, perhaps with satisfaction that it was over. She says they never attempted to harm her, and she has no fear they ever will."

"Martha" was a much quieter animal, but her beautiful quick eyes gave sufficient evidence that she could be lively enough when the occasion called for it.

Such a sight has probably never been seen anywhere else, as these two great lions thus living on such amicable terms with a woman, and being so absolutely under her control. There was no way out of their own den except through the living-room, and so they were conducted day after day to the playground out of doors. That neither the lions nor their mistress felt any fear was of course due to her having brought them up from infancy: in fact, all along they seemed to have been treated more like human babies than lion's cubs. They were fed from a baby's feeding-bottle until they were old enough to lap milk from a dish. When their teeth were strong enough to tackle a beef bone they were fed only once a day, at noon, when they were also given a drink of water. They were playful with each other, but sometimes roared rather loudly, no doubt to the annoyance of the neighbours.

What became of them subsequently we do not know, but probably they are now travelling about the country, repaying their mistress for all her care when they were young.