

required obliged to put him away, never more to be received by him or any other popish Master under the Pain of 100 Pounds Act 2 P. Sep. 6. Par. R. W. Justices of Peace in their quarter Sessions, ought to determine the Quantity of Servants Fees, and may compel them by Imprisonment and other Punishment to serve for these Fees; and oblige Masters to pay them Act. 8. Par. 22. J. 6. Act. 9. Par. 1. Sep. 1. Ch. 2. A Servant hired from Martinmas to Whitsunday may be detained by his Master, or compelled by a Justice of Peace to stay with him, for the same Hire from Whitsunday to Martinmas; unless the Servant can verify, that he is hired to another Master: and a Justice of Peace may compel a Servant running away to return to his Master Act. 21. Par. 23. J. 6. Servants may be corrected with Moderation by their Masters.

Servants are bound to perform their Labour faithfully and not to defraud their Masters of the Work committed to them.

Edwards's Servant was punished by Sentence of the Court of Session, as his Riddell who cut some silver Buttons off a Gentleman's Coats in the uter of the while the Lords were sitting (Act of Seder. 20 July 1675) and further declared incapable to serve about the Colledge of Justice, for fraudulently abstracting his Master's Papers, and propaling them to his Prejudice 22 Feb. 1712.

Kouftoun contra Musher. Intromission with Rents by a Servant having no Commission in Writ, but only verbal Order for so doing, was found not to burden the Servant's Executors with proving his Disbursements, but it was presumed that he had made Count and Payment; he having left the Service without any Quarrell, and got Payment of his Fees several Years before his Death 25 November 1671 Jovin contra Falconer. A Taverner after

she had removed from her Master's Service and was married, being pursued to count and reckon for Ale and Wine which the Master offered to prove was laid in his Cellars: the Lords found that the Pursuer ought to libel and prove that the Debt was yet resting. Seeing it was presumed that Servants of that Quality did account weekly with their Masters, and the Master would not have suffered the Defender to go out from his Service before she had cleared Accounts with him, and payed what he could lay to her Charge 17 Feb. 1676.

Abercromby contra Mitchell and Livingston observed by Dirlston Masters must pay their Servants their just Wages, not detaining much less defrauding them thereof.

A Fee was found not due upon doing Service without Agreement, Use of Payment, or Reference to the Master's Discretion. Where a Fee is referred to a Master's Discretion, he must once declare his Discretion, which, if too low or unsuitable, the Lords will award ad arbitrium boni viri according to the Service 12 Feb. 1680 Ross contra Master of Saltore. If a hired Servant die within the Term, the Hire is due to his Representatives according to the Time he served only. But if a Servant retained for a Year fall sick or be disabled to work for a Time, while there is Hope of his Recovery, the Master cannot put him away, or abate his Wages upon that Score Stat. 18. j. Tit. 15. §. 2.

How

How far a Master may be liable for the Deeds of his hired Servant, vide Boer ad Bituric. part 2. §. 1. Maximus ad Libec. lib. 1. lit. 4. art. 5. de Graef C. 6. de jure public. Christianus Deus. 80.

Sect. 3.

of Apprentices.

An Apprentice (from the French apprenti, which comes from apprendre to learn) is a kind of Servant bound by Indentures (with his own Consent or by the Agreement of his Friends) to serve a Man of Trade, so many Years, upon Condition that the Master shall in the mean Time instruct him in his Art or Mystery. A Duty of Six pence in the Pound Sterling for every fifty Pounds or under, and 12 pence in the Pound for a greater Sum or other Things of such Value given with Apprentices, was laid on 8. A. cap. 9. §. 32. 45. And the Full of what is given ordain'd to be insert in the Indentures, ibid. §. 35. 45. & 39.

The general Duties of Master and Apprentice towards one another, may be collected from the State of Indentures, or ^{or by parties writings} entered into betwixt them, which varies according to the Nature of the Employment. The Apprentice is to learn, and the Articles stipulated betwixt the Parties.