to the contract[7], and not contrary to good morals or public policy[8].

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[7] In *Cleveland, C.C. & St. L.R. Co.* v. *Jenkins* (1898) 174 Ill. 398, the following points were decided: that it is the duty of a court to hold, as a matter of law, that an alleged usage or custom is not established where the proof consists of a few isolated transactions; that a letter of recommendation by a railway company to an employé, which is purely personal, and shews on its face it is not a general form, which would be given to other employés does not tend to establish a custom on the part of the company to issue clearance cards to employés leaving the service; that the fact of a railway company's requiring the production of certificates of recommendation by persons seeking employment does not create any legal duty on its part to issue the same to retiring employés, nor tend to establish a custom of issuing them.

[8] In *Thornton* v. *Suffolk Mfg. Co.* (1852) 10 Cush. 382, a discharged employé relied on the employer's breach of an implied agreement arising from custom to the effect that if she faithfully performed her duties for the term of at least twelve months, she should, upon giving a fortnight's notice, be entitled to leave, and to receive from her employers "a line" or honourable discharge, by means of which she might obtain employment in the other mills in a given city. The court in sustaining a non-suit said: "The ground relied on is, in consideration of services, the employer engages that, if the operative remains in the service a certain time, he would give her an honourable discharge; or in other words, that her service and conduct have been good and satisfactory. Were such a contract made in express terms, intended to be absolute, it seems to us that it would be bad in law, as plainly contrary to good morals and public policy. Such a discharge is a certificate of a fact; but if the fact is otherwise, if the conduct of the operative has not been satisfactory it would be the certificate of a falsehood, tending to mislead and not to inform other employers. Besides, if such custom were general, such a discharge would be utterly useless to other employers and utterly useless to the receiver. It could give other employers no information upon which they could rely. To avoid such illegality, it must be taken with some limitation and qualification, to wit, that the conduct of the operative has been such in all respects, including not only skill and industry in the employment, but conduct in point of morals, temper, language, and deportment, and the like, so that a certificate of good character would be true. Then it stands upon the same footing with the custom which governs most respectable persons in society, upon the termination of the employment of a servant, to give him a certificate of good character if entitled to it. In such case, it is for the employer to give or withhold such certificate, according to the conviction of the truth, arising from his own personal knowledge or from other sources. . . If an assurance of an employer on engaging a servant, that at the end of the time he will give him a certificate of good character, if he should then think him entitled to it, could in any respect be deemed a contract, and not the promise of an ordinary act of courtesy, it would be no breach of such contract, to aver and prove that the servant, after the termination of the service, demanded such a certificate and was refused it." It was also observed: "The fact that on account of a peculiar situation of the various companies in Lowell, in relation to each other, the common interest they have in maintaining their discipline, the certificates of good character is of so much more importance to the servant, than elsewhere, can make no difference to the servant, in regard to his rights. In the same proportion in which it is important to the servant out of employ, to