

evidence, so far as appears from the report, was given as to custom either in favour of the plaintiff or of the defendant, nor was any attempt made to show that the conditions under which the business was carried on might require such an employee to take into account the possibility that his services might not be required during the winter. Meredith, C.J., who tried the case without a jury, gave judgment for the plaintiff on the ground that, as he had originally been hired for a year certain, and had continued, after the expiration of the year, to perform the same duties at the same rate of salary, it might reasonably be inferred that there was a second engagement of the same duration as the first.

The Court of Appeal took a different view of the evidence, intending, as it would seem, to rest its conclusion on two distinct grounds, which, however, are scarcely differentiated with as much precision as might be desired. The first of these is that the employer's tacit acceptance of the plaintiff's services after the beginning of the second year did not, of itself, justify the inference that the renewed hiring was, like the original one, binding for an entire year. The second is that the conclusion of the trial judge could not be sustained without the aid of a presumption that a general hiring is for a year certain, and that the weight of authority is against the indulgence of any such presumption.

So far as regards the former of these grounds the rationale of the decision will be apparent from the following passage of the opinion :

"The parties go on after the expiration of their express contract, one to serve in the same employment, the other to accept the service and to pay therefor at the same rate quarterly as before. How can a contract to serve for another year absolutely be implied from this? Or can the fact that the previous hiring was expressly for one year certain help us to infer an implied contract for a similar period? These, I think, are the only relevant facts, for can there be said to be anything in the nature of the plaintiff's employment which makes it proper to infer a contract for a year absolutely? We may say that it was of such a character as to make it unreasonable that he should be dismissed without notice, but can we say more? There is no evidence of the existence of any usage in reference to such or similar engagements. . . . I am unable to bring myself to the conclusion that any of the relevant facts proved, or all of them together, justify the finding that there was a hiring for a second year absolutely."