

for the year should be set aside on the ground that the monthly payments required the inference that the hiring was by the month, and could therefore be terminated at a month's notice. Pollock, C.B., said:

"No doubt the general rule is that notice need not be more extensive than the period of hiring; the question whether or not a hiring at so much a year, with monthly payments, is a yearly contract, depends a good deal on the nature of the employment, and the other circumstances of the case. Short periodical payments are absolutely necessary to persons in the position of life of the plaintiff, and the mere fact of his receiving his wages monthly is not inconsistent with a yearly hiring. He was hired at £30 a year, to be paid monthly, because, I take it, it was a convenient and necessary course to adopt."

Martin, B., said more briefly:

"A contract for a year, with monthly payments, is still a yearly contract, unless the yearly hiring be rebutted by evidence to the contrary."

The rule as to provisions of the second description is equally well settled.

"If the payment of weekly wages be the only circumstance from which the duration of the contract is to be collected, it must be taken to be only a weekly hiring." (a)

"If nothing be said as to the term of service but that the servant shall have weekly pay, it must prima facie be understood that the parties intended a weekly hiring and service." (b)

"An indefinite hiring has been held to be for a year; but if any other facts appear, such as payment by the week, the presumption of a yearly hiring may be rebutted." (c)

(a) *Rex v. Newton Toney* (1788), 2 T. R. 453, per Buller, J.

(b) *Rex v. Pucklechurch* (1804), 5 East. 382; *Rex v. St. Andrew* (1828), 8 B. & C. 679, per Bayley, J.

(c) *Baxter v. Nurse* (1844) 6 M. & G. 935, per Creswell, J. (p. 941). The ordinary inference from such a provision is not rebutted by the fact that the hiring was to be for "winter and summer": *Rex v. Dedham* (1769) Burr. S.C. 653; nor by a provision that, during the harvest, the wages are to be raised to a higher sum per week: *Rex v. Dodderhill* (1814) 3 M. & S. 243. In *Rex v. Lambeth* (1815) 4 M. & S. 315, counsel argued that where the hiring was at weekly wages and a lump sum "for the harvest," it was a weekly hiring, as the words "for the harvest" imported a consolidated period longer than a week, but the court said that it was a weekly hiring, with a special provision in case the service should last through the harvest. A hiring at so much a week for as long a time as the master and servant can agree is a weekly hiring, being a hiring for as long as they can agree from week to week: *Rex v. Mitcham* (1810) 12 East 351. A hiring "at two guineas a week for the first year" is a hiring by the week and not by the year: *Robertson v. Jenner* (1867) 13 L. T. N. S. 514, per Bramwell, B. A. entered the service of Messrs. Roe under a written memorandum, as follows: "April 13th, 1871. I agree to accept the situation as foreman of the works of Messrs. Roe, flock and shoddy manufacturers, and to do all that lays in my power to serve them faithfully, and promote the welfare of the firm, on my receiving a salary of 2l. per week and house to live in, from the 19th of April, 1871."—*Held*, a weekly hiring from the 19th of April, 1871; and that evidence of a conversation at the time of signing the contract showing that a hiring for a year was intended, was not admissible for the purpose of bringing the agreement under the Statute of Frauds: *Evans v. Roe* (1872) L.R. 7 C.P. 138.