said of American Courts, though the decisions in several States seem very conflicting. The authors of the 9th American edition of Smith's Leading Cases, at page 602 (vol. 1), say: "Though no action could be brought on the oral contract not to be performed within a year, has this sufficient vitality to constitute a valid defence? In accordance with the "void" theory of the Statute of Frauds it has been decided in Maine, Massachusetts and Connecticut that such an oral contract constitutes no defence. The Statute is held to be a bar even to its indirect enforcement. Thus in *Comes* v. *Lawson,* 16 Conn. 246, where the plaintiff by oral agreement bound himself to serve the defendant for a term longer than one year, for a consideration to be paid at the end of that time, and, having repudiated the contract, and quitted his employer at the end of six months, brought his action to recover the value of the services so rendered, the Court held that he could recover and that the defendant could not set up the verbal agreement in defence: *Clark* v. *Terry,* 25 Conn. 395; *King* v. *Welcome,* 5 Gray 41; *Freeman* v. *Fiske,* 145 Mass. 361 (1887); *Bernier* v. *Cabot Mfg. Co.,* 71 Me. 506. But see *Mack* v. *Bragg,* 30 Vt. 571; *Swanzey* v. *Moore,* 22 Ill. 63, contra." (See also Browne on the Statute of Frauds, 5th ed., pp. 145-6, 150-1.)

The case last cited was very similar in its facts to the cases before me.

[The learned judge then quoted from the American and English Encyclopedia (2nd ed., vol. 29, sub nom. "Verbal Agreements," p. 836) which summarizes the result of the decisions, from *Swanzey* v. *Moore* (Ill), already referred to, remarking that the reasoning in the latter case commends itself rather than that contained in the judgments of the other State Courts already referred to. The Illinois case seems based on common sense, upon which the law is said to be founded, and to conform to the well-known maxim that a man may not take advantage of his own wrong.]

If the English Courts have been silent on the point it may perhaps be urged that that is evidence that the principle was too plain to be called in question.

Harper v. *Davies,* 45 U.C.Q.B. 442, is the only case in our own Courts that was cited which touches the point in question here. Though it was urged that Armour, C.J., had decided there would be no recovery for services in a case within the statute, he appears to have based his decision on *Brittain* v. *Rossiter* in which Thesiger, L.J., recognizes the right of a servant wrongfully dismissed to recover for services rendered, though not for