such cases is the result of the mutual understanding previously arrived at between the employers[5].

Both on principle and authority, it is clear that, if the existence of a custom on the part of employers of a certain class to give characters to their servants is proved, this custom enters into every contract of service, and a refusal to give a character

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tion for employment. A letter of recommendation, on the contrary, is, as the term implies, a letter commending the former services of the holder, and speaking of him in such terms as would tend to bring such services to the favourable notice of those to whom he might apply for employment. . . . An action for failure to give an employé either of the above forms of letters must be based either upon the common law or the statute, or arise out of the contract of employment, or be required by usage or custom. By the common law no such duty was imposed upon the employer. . . . A character is not given for the benefit of the ex-employé, although he may be either injured or benefited by reason of such character being given: nor does the right to give such a character arise out of a duty to the employé, but the right or moral duty, such as it is, is a duty in the interest of society and the public good, and neither the proposed employer nor the employé has a legal right to demand it. Such communications have been made not only by an ex-employer, but also by any person possessing the information and the belief that such information is true. They may be made either with or without request, in the interest of the public good and as a moral duty to society, when the party to whom the communication is made has an interest in it, and the party by whom it is made stands in such a relation to him as to make it a reasonable duty, or at least proper, that he should give the information." In the lower court, (see (1897) 70 Ill. App. 415), the decision which was reversed by the above judgment, was put upon the ground that the evidence warranted the inference that there was a general custom prevailing on all roads, including that of the defendant, to issue, on discharge, and demand the presentation before employment, of clearance cards. It was admitted that, in the absence of proof of such a custom, the action could not have been maintained. But it was held that, as the existence of the custom must be taken as proved, and as the evidence shewed that the railroad company had no other causes of complaint against the employé than that several indictments were brought against him, under all of which he had been found "not guilty," and that previously he had served the company with a good record for ten years, the company had violated its duty in refusing to give him a clearance card.

In *Hebner* v. *Great Northern R. Co.* (1900) 78 Minn. 289, 80 N.W. 1128, the court remarked that "the real purpose of the service card is to assist men to obtain employment when going from one company to another, although such a card might prove a very serious obstacle to securing a new position when presented by a man discharged for cause, or supposed cause, because the reason for such discharge would be stated. It is also beyond question that such a card may or may not be shewn by one seeking employment, for this is a matter optional with the holder."

[5] In *New York, C. & St. L.R. Co.* v. *Schaffer* (1902) 62 L.R.A. 931, 62 N.E. 1036, 65 Ohio St. 414, commenting upon the charge of the trial judge to the jury, that the plaintiff could recover, if the defendant, in pursuance