

sur as the compensation to be received for the year's services could have any effect except to corroborate the usual inference as to the duration of a general hiring. In one case, however, it was argued that a different principle was applicable where the evidence was that the servant was to be paid "at the rate of £80 a year." But the Court refused to accept this theory, and said that the ordinary presumption must still prevail. (a)

(c) *Stipulations as to payment at intervals shorter than a year.*—Provisions for the payment of the compensation at shorter intervals than a year, either specify both the annual rate and the rate for the fraction of a year, or else the latter rate only.

As regards provisions of the first description, they are certainly not inconsistent with the hypothesis of a yearly hiring. Thus it has been said that, "if there be anything in the contract to show that the hiring was intended to be for a year, there a reservation of weekly wages will not control the hiring." (b) Hence the mere fact that an author is to furnish so much matter for a magazine every week at a certain rate does not make his engagement a weekly one. (c) So where there is no change in the nature of the employment, the mere fact that the salary, after having been for some time paid quarterly, is paid monthly, is not in itself evidence that the hiring has ceased to be a yearly one. Such an alteration is not unlikely to be made merely for the convenience of the servant, and has no bearing upon the essential character of the hiring. (d)

In *Davis v. Marshall* (e) the plaintiff was hired to manage a shop and keep accounts at a certain annual salary, payable monthly, the Court declined to accept the contention that a verdict in his favour based on the theory that the hiring was

(a) *Turner v. Robinson* (1833), 2 N. & M. 829.

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

(c) *Stiff v. Cassell* (1836) 2 Jur. N. S. 348.

(d) *Beeston v. Collyer* (1827), 4 Bing. 309; 12 Moore, 532. See further, as cases recognizing the principle that the period at which the wages are to be paid is immaterial, where the hiring is otherwise presumptively for a year: *Rex. v. Seaton* (1784) Cald. 440; *Levy v. Electrical Wonder Co.* (1893) 9 Times L.R. 495; *Fawcett v. Cash* (1834) 3 N. & M. 177; 5 B. & Ad. 904, per Patterson, J., (p. 179), during argument of counsel; *Tattersson v. Suffern* (1870) 106 Mass. 57.

(e) (1861) 4 L.T.N.S. 216.