

calendar month by notice given at or before the expiration of the first fortnight. The first month, according to this point of view, is a trial month in which the parties can find out if they suit each other.

In *Moult v. Halliday* (77 L.T. Rep. 794; (1898), 1 Q.B. 125) the question as to the existence of this custom came before a Divisional Court, on appeal from a County Court judge who had held that no such custom as alleged existed and that the custom was unreasonable. Mr. Justice Hawkins thought that the alleged custom was reasonable, but as the County Court judge had held that there was no such custom, and he was the sole judge on questions of fact, the court could not interfere with his decision. Mr. Justice Channell agreed, and in doing so said: "A custom is what is so well known and understood that in transacting business it is unnecessary to mention it, because it is so well known that it must be taken to be incorporated in every contract, unless something to the contrary is said. . . . The question as to the existence of a custom is a question of fact, and it is necessary to prove the custom in each case, until eventually it becomes so well understood that the courts take judicial notice of it."

The time has arisen, twelve and a half years later, for the courts to take judicial notice of the custom. In *George v. Davies* (noted ante, p. 623) his Honour Judge Bacon took judicial notice of it, stating that he had done so in previous cases. This being a finding as to a fact, the Divisional Court, consisting of Mr. Justice Bray and Lord Coleridge, upheld the decision of the County Court judge, and henceforth this must be reckoned as an implied term of a contract for domestic service, unless the parties agree to omit it.

In *Moult v. Halliday* it was also alleged that there was a custom under which if the servant left at the end of the first month he (or she) was entitled to have the character with which he (or she) came handed on to the next master or mistress. Both learned judges held this to be unreasonable, so that it is not likely that judicial notice will be taken of this alleged