

by notice which might enable the contract to be performed within one year. is *Hanau v. Ehrlich*, 105 L.T. Rep. 320; (1911), 2 K.B. 1056; 106 L.T. Rep. 1; (1912), A.C. 39. The net result of that decision is that an agreement to employ a servant for a term of two years, subject to six months' notice on either side during that period to determine the employment, is an agreement that is not to be performed within the space of one year, and therefore within section 4 of the Statute of Frauds. On the face of it, this agreement certainly came within the statute, but the plaintiff's contention was that *Dobson v. Collis* (*sup.*) and that class of cases only decided that a contract for a definite term exceeding one year is within the statute, although it may be fully performed within a year; and it was suggested that these cases were overruled by *McGregor v. McGregor* (*sup.*). Lord Justice Buckley in his judgment expressed the opinion that *McGregor v. McGregor* was nothing but an investigation of what the law had theretofore been declared to be, and that *Dobson v. Collis* (*sup.*) correctly described the law as ascertained by decisions of the Court of Appeal. Lord Alverstone, C.J. puts the matter quite neatly in his judgment in the House of Lords where he says: "The one class of cases says that if there is no mention of time, and the time is uncertain, the agreement is not within the statute. The other class of cases decides that if the time mentioned is more than one year, but there is power to determine, it is within the statute. I have never been able to see why that is not a perfectly good working construction for this statute."

It might, perhaps, be too bold to suggest that the principles upon which the section should be construed have been finally laid down by the cases referred to above, but the dictum of Lord Alverstone, C.J. quoted above should be a sufficient guide in the majority of cases which arise in connection with the ambiguous language in which this important section is couched.—*Law Times*.