workmen employed "by the day or the piece." The brief judgment in which this conclusion was announced does not afford any definite information regarding the grounds upon which it was based. Presumably the theory adopted was that a contract by which a person is engaged at so much an hour imported an engagement by the hour, and that the words of the statute in question could not, even by the most liberal construction, be made to cover an employment on this footing. Neither of these principles, it is manifest, is open to exception. Abstracted from any direct evidence with respect to the duration of a contract of hiring, the circumstance that the amount of the remuneration was defined by a stipulation to the effect that he was to receive a certain sum for each period of a specified length during which he should continue to work, undoubtedly requires the inference that the parties intended to contract for that period and no more (*b*). Nor can any objection reasonably be made to the second of the grounds upon which we assume the court to have founded its decision. Both in legal parlance and every day speech, the phrase, "employed by the day," bears a well-understood meaning, and to have treated it as covering an employment by the hour would manifestly have been wholly unwarrantable.

But while the decision itself is not obnoxious to adverse criticism, the same cannot be said of the enactment under construction. Considering the objects of that enactment, it is quite impossible to suppose that the legislature really intended to restrict its benefits, so far as servants engaged upon a time basis are concerned, to workmen employed "by the day." No one would seriously contend that the protection afforded by statutes of the kind under review is needed by workmen of this description in any such special degree as would justify granting them privileges denied to workmen performing similar services under

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(*b*) In support of this well-established doctrine it will be sufficient to refer to the explicit statement of Buller, J., in *R*, v. *Newton Toney* (1788) 2 T.R. 453, that "if the payment of weekly wages be the only circumstance from which the duration of the contract is to be collected, it must be taken to be a weekly hiring."