immediately preceding the filing of the petition. Any person, but not a corporation, may take the benefit of the Act as a voluntary bankrupt, but involuntary or enforced bankruptcy is not to apply to a wage-earner, or a person engaged chiefly in farming, or the tillage of the soil. Mercantile corporations are made subject to involuntary bankruptcy only in case they owe debts of $1,000 or over.

MASTER AND SERVANT.

RIGHT TO TERMINATE A HIRING, THE DURATION OF WHICH IS NOT EXPRESSLY PROVIDED FOR BY THE PARTIES.

I. General Principles.

1. **Introductory**—The elaborate judgment of the Ontario Court of Appeal in the recent case of *Harnwell* v. *Parry Sound Lumber Co.* (*a*), has drawn attention once more to the incidents of contracts of hiring, the duration of which has not been expressly provided for by the parties, and, as the correctness of that decision has been seriously doubted by many members of the profession, a complete and detailed review of the authorities can scarcely fail to be of interest to our readers.

A discussion of such contracts divides itself naturally into two branches. In one of these the question to be investigated is: How long did the parties, at the time they entered into the agreement, intend that it should be binding? The other deals with the extent of their rights in respect to the severance of their connection before the end of the contemplated period. Since the duration of the hiring, in so far as it is inferred merely from what occurred at its inception, becomes, for practical purposes, a wholly immaterial circumstance, if it is once established that the contract is subject to rescission by the act of the employer or the employed, the

(*a*) (1897) 24 Ont. App. 110. See sec. 16, *post*.