

the town, who acted as returning officer at the election, refused to permit two legally qualified voters to take the proper oaths of qualification or to vote although they stated they wished to vote for the relator and intended to do so. Without these votes there was an equal number of votes for the relator and the respondent, and the returning officer gave his casting vote in favor of the respondent.

Counsel for the respondent admitted that he must be unseated, but contended that the relator should not be awarded the seat, and no costs should be given against the respondent. An order was made by the Master in Chambers unseating the respondent and declaring the relator entitled to the seat. Costs to be paid by the respondent. The following cases were referred to: *Reg. ex rel. Dundas v. Niles*, 1 U.C. Chamb. R. 198; *Reg. ex rel. Dillon v. McNeil*, 5 U.C.C.P. 137.

*Aylesworth*, Q.C., for the relator.

*W. E. Middleton*, for the respondent.

The respondent appealed from so much of the Master's judgment as awarded the seat to the relator. The Divisional Court, MEREDITH, C.J., ROSE, J., and STREET, J., allowed the appeal, and ordered a new election to be held.

MEREDITH, C.J.]

[Dec. 29, 1895.]

BAIN v. ANDERSON.

*Master and servant—Action for wrongful dismissal—Indefinite hiring—Common law rule—Contract not under seal.*

Action for damages for wrongful dismissal of the plaintiff, who had been in the employment of a certain company as superintendent of its factory.

Notwithstanding the statement of the law, found in certain text books and the earlier cases, that where no time is limited either expressly or by implication, for the duration of a contract of hiring or service, the hiring is considered, in point of law, a hiring for a year; the more modern cases have modified the law as so stated, and it is now pretty well settled that at all events as to many kinds of service there is no inflexible rule that an indefinite hiring is a hiring for a year, but the question is one of fact to be determined according to the circumstances of each particular case, and that in the absence of anything to qualify it, a jury may properly find as an inference of fact that the hiring is a yearly one.

*Semble*, it is also a question of fact whether such a contract of hiring is not subject to be put an end to by reasonable notice to be given by either of the parties to it, and as to what in the particular case is reasonable notice.

The fact that the employer in this case was an incorporated company, did not render it less liable under a contract inferred from the conduct of the parties. At one time the exceptions to the common law rule as to the liability of corporations upon contracts were very limited, being based upon the principle of convenience almost amounting to necessity, and applied to small matters of daily occurrence. A more liberal rule is applied in the modern