

service having been performed, but there is nothing to show what passed between the time of the engagement. The terms of the hiring were therefore a question for the jury, and, I think, the circumstances of its being a new periodical, of which the plaintiff was to have the management, was worthy of attention in considering the probability of a yearly engagement having been entered into without reference to such a publication, whatever might be the usage in the case of an old-established work. It seems to me, therefore, that the whole question was properly left to the jury."

The fact that a general hiring at so much for a specified part of the year is determinable by a notice of the same period is, of course, not inconsistent with the hypothesis of a weekly hiring. (a) But where a contract, indefinite as to duration, provides that it may be terminated by a notice of some period longer than that with reference to which the payments of compensation are estimated, the presumption of a weekly hiring which might otherwise be drawn from the mention of the shorter periods is rebutted, and the contract regarded as binding for a year. (b) Such a contract is one of which no certain portion of time can be predicated for its duration, and is consequently a general "hiring." (c)

This inference, however, from the fact that the period for notice is longer than that with reference to which the payments of compensation are computed, seems not to be an absolutely necessary one. Such at least is the apparent effect of the refusal of the Court to set aside a finding by a trial judge that the hiring of a factory hand, under an agreement which contemplated that, according to the custom of the establishment, he should receive on a certain day wages depending on the amount of work done during the previous week, was a hiring by the week, although it also appeared that the servant could not leave without a fortnight's notice. (d)

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(a) *Rex v. Tanbury* (1802), 2 East 423, distinguishing *Rex v. Hampreston*, cited in the next note.

(b) *Rex v. St. Andrews* (1828), 8 B. & C. 679, [weekly payments—provision for month's notice]; *Rex v. Hampreston* (1793), 5 T.R. 205 [same provisions]; compare *Reg. v. Pilkington* (1844), 5 Q.B. 662 [weekly wages—service terminable by fortnight's notice].

(c) *Rex v. Great Yarmouth* (1816), 5 M. & S. 114.

(d) *Gregson v. Watson* (1876), 34 L.T.N.S. 143. The Court remarked that "the time required for notice does not necessarily fix the period of service."