law[8]; and without giving him notice to quit[9]; or may obtain possession by means of an action of forcible entry and detainer after giving due notice to quit[10]; that an action of trespass will not lie against the master for breaking and entering the premises[11]: that the servant is not entitled *de jure* to have a reasonable time allowed him for the removal of his household effects[12],

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stipulations of a contract which bound him to act as superintendent of the plaintiff's mill for a term of five years, and which was terminable by six months' notice on either side. The defendant was dismissed without any good cause and without the stipulated notice. The position taken by the plaintiff was that by the mere fact of his having dismissed the contract for his personal services was terminated, leaving only a claim for damages to the servant, and that the lease came to an end at the same time as the service. The court, however, was of the opinion that the plaintiff, in advancing this theory, had lost sight of the distinction between a contract for the construction of a building or other works, (*"louage d'ouvrage"*), and a contract for personal service, (*"louage de services personnels"*). The Code (Art. 1691) provided for the rescission of the former kind of contract at the will of the employer, but was silent as to the power of rescission in the latter case. Accordingly, the conclusion was arrived at, that, as the employer could not merely by his own will put an end to the contract of service, it was impossible to contend successfully that he could merely by his own will put an end to the lease which was one of the incidents of the contract of service.

[8] *McAlister* v. *Ogle* (1856) 1 Ir. Jur. N.S. 313, (servant held not to be entitled to maintain an action against the master for assault in removing him by force from the premises); *De Briar* v. *Minturn* (1851) 1 Cal. 450, (similar decision); *Scott* v. *McMurdo* (1869) 6 Sc. L.R. 309, Fraser, Mast. & S., p. 8.

[9] *Mayhew* v. *Suttle* (Exch. Ch. 1854) 4 El. & Bl. 347, 1 Jur. N.S. 303, 24 L.J.Q.B. 54; *White* v. *Bayley* (1861) 10 C.B.N.S. 227, per Willes, J. (p. 234); *Doe* v. *Derry* (1840) 9 C. & P. 494; *Young* v. *Paton* (Sc. Ct. of Sess. 1808) Hume 582; *Bigelow* v. *Norton* (1858) 3 Nov. Sc. (Thompson) 283; *Fleming* v. *Hill* (1876) 1 R. & C. (Nov. Sc.) 260; *Doyle* v. *Gibbs* (1871) 6 Lans. 180; *McGee* v. *Gibson* (1840) 1 B. Mon. 105; *People* v. *Kerrains* (1873) 60 N.Y. 225; *Morris Canal & Banking Co.* v. *Mitchell* (1864) 31 N.J.L. 99; *McQuade* v. *Emmons* (1876) 38 N.J.L. 397.

[10] By Iowa Rev. Stat. § 2216, it was provided that any person in possession of real property with the assent of the owner is presumed to be a tenant at will, unless the contrary is shewn. By § 2218 it is provided that thirty days' notice must be given by either party to terminate the tenancy, but that when an express agreement is made, the tenancy shall cease at the time agreed, without notice construing these provisions. The court held that, where a tenant had taken possession of premises under an agreement that he was to occupy them only so long as he should continue in the employment of the owner, he would not be regarded as a tenant at will, but as a tenant for a definite term, who, if he remained in possession, after quitting employment, became a tenant holding over after the termination of his lease, and subject to an action of forcible entry and detainer on the part of his employer after due notice to quit has been given. *Grosvenor* v. *Henry* (1869) 27 Iowa 269.

[11] *White* v. *Bayley* (1861) 10 C.B.N.S. 227, 7 Jur. N.S. 948, 30 L.J.C.P. 263; *Allen* v. *Tryland* (1862) 3 F. & F. 49; *Bowman* v. *Bradley* (1892) 17 L.R.A. 213, 151 Pa. 351, 31 W.N.C. 142, 24 Atl. 162.

[12] *Doe* v. *M'Kaeg* (1830) 10 B. & C. 721.