the termination of services under a special engagement for a lump sum for a period of less than a year. (*a*) But from the hiring of a shepherd a few days after a previous term had come to an end, and the payment of his wages up to the end of that term, a general hiring cannot be inferred by connecting the new period with the earlier one. (*b*)

15. Inferences where the servant leaves and re-enters an employment.—A principle resembling that discussed in the last section has been in one case applied to the prejudice of the servant, a jury being held justified in finding that the susceptibility of being terminated by a month's notice was an incident of a general hiring, where the plaintiff on leaving the same employment some time before had accepted that period of notice as sufficient. (*c*)

16. Harnwell v. Parry Sound Lumber Co., discussed—We are now in a position to examine the decision in *Harnwell* v. *Parry Sound L. Co.* (*d*) The facts of the case were as follows: The plaintiff entered into defendant's service as assistant book-keeper, under a written agreement, for a year certain, at a specified annual salary. After the close of the year he continued to fill the same position, and was paid at the same rate, but no express contract was made either as to time or compensation. When about half of the second year had elapsed, he received three months' notice of dismissal, the reason assigned for the discharge being that his services would not be required during the approaching winter. He brought an action for wrongful dismissal, and claimed damages assessed upon the theory that, after he had once entered upon the second year of the service, the contract was binding upon the employer up to the end of that year. No

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(*a*) *Rex* v. *Macclesfield* (1789) 3 T. R., *Rex* v. *Long Whatton* (1793), 5 T. R. 447; *Rex* v. *Hales* (1793) 5 T. R. 668.

(*b*) *Rex* v. *Ardington* (1834) 1 Ad. & E 260. The court said it did not see how the master could have done better to avoid a yearly hiring, and that this was apparently the intention of the parties.

(*c*) *Fairman* v. *Oakford* (1860) 5 H. & N. 635.

(*d*) (1897) 24 Ont. App. 110. The other Ontario cases bearing on the effect of a hiring indefinite as to time, have already been cited in the earlier sections of this article.