

"It is not necessary for us now to decide, whether six months, three months, or any notice, be requisite to put an end to such a contract, because under the circumstances of the present case, after the parties had consented to remain in the relation of employer and servant from 1811 to 1826, we must imply an engagement to serve by the year, unless reasons are given for putting an end to the contract. The defendant put an end to this engagement, without assigning any reason, and the jury, therefore, were warranted in the finding they have come to."

Whether the notice in the case of a contract construed to be one for a year certain should be longer or shorter than the notice in the case of one terminable within the year, is a question which seems never to have been discussed. The courts have contented themselves with laying it down that what is a reasonable notice is necessarily a matter for the jury to settle upon the whole evidence, subject to the direction and control of the Court. Some illustrative cases bearing on this point are cited in the subjoined note. (a)

A very eminent judge has laid it down that "the general rule is that notice need not be more extensive than the period of payment." (b) But it is evident from the context of the opinion in which this dictum is found that he simply meant that a jury would be justified in finding that such a period was reasonable. (c)

Where a specific contract of hiring, which appears upon the whole evidence not to be one for a year, makes special provision for termination of the engagement in one particular event, the inference is that the general rule which requires a reasonable notice is to govern the rights of the parties if the contract is rescinded under any other circum-

(a) In *Levy v. Electrical Wonder Co.* (1893), 9 Times L.R. 495, Lord Coleridge ruled that a notice of one week was not sufficient in the case of a manager of a company, and left it to the jury to say what was a reasonable notice. In *Hiscox v. Batchelor* (1867), 15 L.T.N.S. 543, the jury found that an advertising and canvassing agent was entitled to a month's notice. In *Byrne v. Schott* (1883), Cab. & E. 17, a manager of several shops belonging to the defendant, was found by a jury entitled to a month's notice. In *Vibert v. Eastern Tel. Co.* (1883), 1 Cab. & E. 17, where the terms of the hiring were indefinite, and the plaintiff's salary was paid at first monthly and afterwards weekly at a certain annual rate, a stationery clerk in a telegraph office was found by the jury to be entitled to one month's notice upon being discharged in the middle of a current year.

(b) *Davis v. Marshall* (1861), 4 L.T.N.S. 216, per Pollock, C.B.

(c) *Robertson v. Jenner* (1867), 15 L.T.N.S. 514, at nisi prius, the fact that the hiring was by the week, was held to justify the inference that a week's notice was sufficient. (Per Bramwell, B.).