

The force of this consideration is undeniable, but it seems to be extremely doubtful whether a peremptory direction was warrantable. The authorities cited in this and the preceding sections point very strongly to the conclusion that the trial judge, under such circumstances, should go no further than to declare that the peculiar nature of the work to be done was a fact tending to rebut the presumption of a yearly hiring, and that the duration of the hiring accordingly became a question to be decided by the jury upon the whole evidence. There seems to be no precedent for taking the decision out of the hands of the jury in cases of the type discussed in this article, except where the court directs a verdict for the plaintiff on the ground that there is no evidence tending to rebut the ordinary presumption that a general hiring is for a year. (a)

In a nisi prius case Wightman, J., ruled that, on a contract to pay a traveller by commission, no implication arises of a yearly hiring. (b) The principle to which the ruling is referable is not stated in the report, but it would seem to belong to the same category as those just cited.

III. TERMINATION OF THE HIRING BY NOTICE.

10 Reasonable Notice must always be given—All the cases bearing upon the second main branch of our inquiry, lay it down, or assume as an undoubted general principle that, whether the general hiring is for a year certain or subject to rescission during a current year, the party who desires to terminate the engagement is bound to give the other reasonable notice of his intention, to the end that the interests of each may suffer as little as may be by the severance of the connection. This principle, among others, we find emphatically affirmed in *Beeston v. Collyer* (c) (for the facts see section 4, *ante*), where Best, C.J., said in the course of his opinion;

(a) See, for example, *Buckingham v. Surrey, &c., Canal Co.* (1882), 46 L.T.N.S. 885, as stated in section 4, *ante*.

(b) *Naylor v. Yearsley* (1860) 2 F. & F. 41.

(c) (1827), 4 Bing. 309. To the same effect see *Williams v. Byrne* (1837), 7 Ad. & E. 177; 2 N. & P. 139. (Per Patteson, J.). *Bain v. Anderson* (1896), 27 Ont. Rep. 369, may be also cited as an example of that class of cases in which a judge is able to say that, whether the evidence establishes a yearly hiring or not, the plaintiff is entitled to recover damages on the ground that adequate notice was not given.