

Coös, }
Dec., 1900. }

JACKSON *v.* HIGGINS.

ASSUMPSIT. Trial by jury and verdict for the plaintiff. In January, 1900, the plaintiff was employed by the defendant to sell his farm. The contract was not in writing. The defendant moved for a nonsuit (1) on the ground of insufficient evidence, and (2) because of the statute of frauds. His motion was overruled and he excepted.

The defendant wrote a letter to the plaintiff in January, 1900, in which he offered to pay the plaintiff if he would find a purchaser for his farm before it was time to begin spring work. This letter was admitted in evidence, and the defendant excepted.

Chamberlin & Rich, for the plaintiff.

Albert S. Twitchell, for the defendant.

YOUNG, J. The first exception raises no question of law. Whether there is any evidence, is a question of law; but whether it is sufficient, is a question of fact.

The statute of frauds does not apply to contracts of hiring which may be performed within one year.

The letter was clearly admissible.

Exceptions overruled.

PARSONS, J., did not sit: the others concurred.